

# APPLICATION FOR THE CLEAN OHIO CONSERVATION FUND SUMMARY SHEET

APPLICANT: Hamilton County Park District CODE # 061-02037

DISTRICT NUMBER: 2 COUNTY: Hamilton DATE 7/14/06

CONTACT: Ross Hamre PHONE # (513) 728-3551, Ext. 256

FAX: (513) 521-2896

E-MAIL rhamre@greatparks.org

PROJECT NAME: Whitewater Riparian Acquisitions - Phase 2

## ELIGIBLE APPLICANT

(Check Only 1)

- ☐ A. County (1)  
☐ B. City (2)  
☐ C. Township (3)  
☐ D. Village (4)  
☐ E. Conservancy District (6)  
☐ F. Soil & Water  
 Conservation District (7)  
☐ G. Joint Recreational District (8)  
☒ H. Park District/ Authority (9)  
☐ I. Nonprofit Organization (10)  
☐ J. Other \_\_\_\_\_ (11)

## PROJECT TYPE

(Check Largest Component)

- ☐ A. Open Space (7)  
☒ B. Riparian Corridor (8)

## PRIMARY PROJECT EMPHASIS 10 16, 17

10. Preserves or restores functioning flood  
 plains.  
 16. Reforestation of land  
 17. Planting vegetation for filtration.

## ESTIMATED TOTAL

## CLEAN OHIO CONSERVATION

PROJECT COST (from 1.1f): \$ 860,942.00 FUNDING REQUESTED: (from 1.2e) \$ 594,050.00

NRAC APPROVAL - To be completed by the NRAC Committee ONLY

GRANT: \$ \_\_\_\_\_

## FOR OPWC USE ONLY

PROJECT NUMBER: \_\_\_\_\_

APPROVED FUNDING: \$ \_\_\_\_\_

Local Participation \_\_\_\_\_%

Project Release Date: \_\_\_\_\_

Clean Ohio Fund Participation \_\_\_\_\_%1

OFFICE OF NEW BURLINGTON  
 COUNTY ENGINEER  
 2006 JUL 14 AM 11:30

## 1.0 PROJECT FINANCIAL INFORMATION

### 1.1 PROJECT ESTIMATED COSTS: TOTAL DOLLARS In Kind Dollars

(Round to Nearest Dollar) (See definition in instructions.)

- a.) Acquisition Expenses: \$ 734,766.00 \_\_\_\_\_  
 Conservation Easement  
 Purchase \$ .00  
 Easement Purchase \$ .00  
 Other Earnest Money \$ .00
- b.) Planning and Implementation: \$ 9,920.00 \_\_\_\_\_  
 Appraisal \$ 1,250.00  
 Closing Costs \$ \_\_\_\_\_  
 Title Search \$ \_\_\_\_\_  
 Environmental  
 Assessments \$ 1,350.00  
 Survey \$ 7,320.00  
 Other Eligible  
 Costs \$ \_\_\_\_\_
- c.) Construction or Enhancement of  
 Facilities: (Reforestation) \$ 116,255.00 \_\_\_\_\_  
**Reforestation**  
 Tree seeds \$ 4,500.00  
 Herbicide and Spraying \$ 2,500.00  
 Planting \$ 1,000.00  
**80 acre prairie Establishment**  
 Seed Mix \$ 78,555.00  
 2 Herbicide sprayings \$ 4,800.00  
 Seed Planting \$ 1,400.00  
 3 Bushhoggings \$ 4,800.00  
 6 Firebreak Mowings \$ 900.00  
**Cottage Demolotion** \$ 17,800.00  
**Total** **\$116,255.00**
- d.) Permits, Advertising, Legal: \$ .00 \_\_\_\_\_
- e.) Contingencies: \$ .00 \_\_\_\_\_  
 (not to exceed 10% of total costs)
- f.) TOTAL ESTIMATED COSTS: \$ 860,942.00

**1.2 PROJECT FINANCIAL RESOURCES:**

(Round to Nearest Dollar and Percent)

	DOLLARS	%
a.) In-Kind Contributions (Please define) _____	\$ _____ .00	
b.) Applicant Contributions (Local Funds)	\$ <u>240,334.00</u>	
c.) Other Public Revenues		
Nature Works	\$ _____ .00	
Land Water Conservation Fund	\$ _____ .00	
Ohio Environmental Protection Agency	\$ _____ .00	
Ohio Water Development Authority	\$ _____ .00	
Community Development Block Grant	\$ _____ .00	
Ohio Department of Natural Resources	\$ _____ .00	
OTHER <u>Tri-County Water CE Donation.</u>	\$ <u>26,558.00</u>	
d.) Private Contributions	\$ _____ .00	
<b><i>SUBTOTAL LOCAL RESOURCES:</i></b>	\$ <u>266,892.00</u>	<u>31%</u>
e.) <b>CLEAN OHIO CONSERVATION FUND:</b>	\$ <u>594,050.00</u>	
Funds from another NRAC	\$ _____ .00	
<b><i>SUBTOTAL CLEAN OHIO RESOURCES:</i></b>	\$ <u>594,050.00</u>	<u>69%</u>
f.) <b>TOTAL FINANCIAL RESOURCES:</b>	\$ <u>860,942.00</u>	<u>100%</u>

**1.3 AVAILABILITY OF LOCAL FUNDS:**

Please list any partnership with other sources. (i.e.; is this part of a larger project or plan):

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## 2.0 PROJECT INFORMATION

If the project is multi-jurisdictional, information must be consolidated in this section.

X Please check here if additional documentation is attached.

### 2.1 BRIEF PROJECT DESCRIPTION - (Sections A through E):

**A: SPECIFIC LOCATION:** Please attach a map.

PROJECT COUNTY: Hamilton PROJECT ZIP CODE: 45030

**B: PROJECT COMPONENTS:** Please describe the various project components.

**C: PROJECT EMPHASIS AS DEFINED BY SECTIONS 164.22 (A) (B) OF THE OHIO REVISED CODE AND LISTED IN APPENDIX A:** Please describe.

**D: DEFINE TERMS OF EASEMENTS:**

PLEASE REFER TO SECTION 164.26 OF THE OHIO REVISED CODE.

**E: INFORMATION REGARDING PUBLIC ACCESS**

Where is the access located? Is it open to the general public or are there restrictions? What are the hours of availability? Will the general public be given the opportunity to participate in the planning of the project?

### 2.2 OWNERSHIP/MANAGEMENT/OPERATION: Please address.

## 2.0 Project Information

### 2.1 Brief Project Description

A. **Specific Location:** The site in this application includes the Summe tract which is referred to here as the Whitewater Riparian Acquisitions-Phase II (WRA). This site is located in the westernmost portion of Hamilton County on the west side of the Whitewater River, south of I-74 along Lawrenceburg Road. It is within the 45030 zip code area in Harrison Township and located within the Great Miami Aquifer and Great Miami Watershed. Jamison Creek, a tributary of the Whitewater River, runs through the southern portion of the property. See attached map (Exhibit 1 & 2).

B. **Project Components:** See Attachment A.

The WRA site consists of an estimated 130 acres of riparian corridor floodplain along the Whitewater River and will be a fee simple acquisition. The Tri-Township Water Corporation, (TTW) will purchase approximately 10 acres of this land prior to the HCPD's purchase of the remaining 120 acres. The TTW has agreed to donate to the HCPD a conservation easement on 9 acres amounting to a \$26,558 value. The HCPD proposes to use this donation as a gift credit in this application.

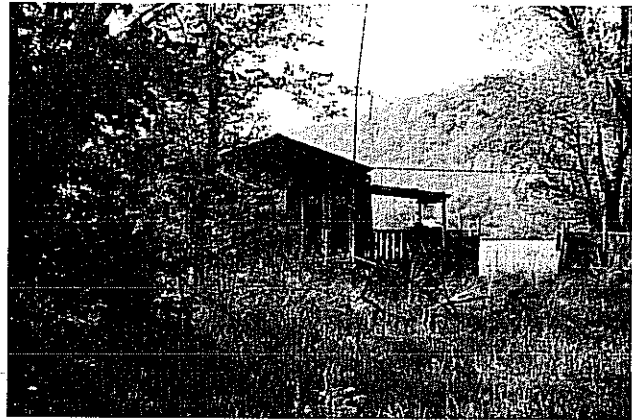
The TTW is responsible for providing water supply to areas in the Bright, Indiana area and plan to expand their well fields on this property. The well field land use is compatible with the HCPD's proposed use as a natural area.

The majority of the WRA site is currently being farmed, but has a significant riparian buffer along the river ranging from 150 to 600 feet. When this property is purchased, farming will cease and the crop land will be planted and maintained by the HCPD to ensure that invasive plants are not allowed to establish themselves. The HCPD will enhance the site by planting native dry-prairie seeds in the farm field totaling approximately 80 acres. This prairie will be classified as a dry-prairie mix which consists of numerous varieties of grasses and wildflowers such as Prairie Dock, Little Bluestem, and Tall Meadow Rue. The creation of this habitat will create a rich environment for local wildlife. See Appendix A for a complete list of plants used in the dry-prairie.

The vegetated riparian corridor is intact largely due to the steep topography on the site, eliminating the possibility of farming. The forested area along the Whitewater River includes a good mix of trees including mature groves of Cottonwood and Sycamore trees as well as smaller Elm, Maple, Box Elder and Ash species. See Exhibit 3 for Habitat and Restoration plan.

The HCPD will ensure that this riparian ecosystem will continue to mature and will remove invasive species on the site such as Amur Honeysuckle and various herbaceous perennials.

There are eight cottages on the property that will be demolished by the HCPD after purchase. This is scheduled to be completed by December 31, 2007. The HCPD has secured quotes from companies to perform this work. This cost is included in this application.



*Looking north from the farm field shows a typical example of the cottages to be demolished.*

The Ohio Environmental Protection Agency, (OEPA), has determined that there are State Endangered and State Special Interest aquatic species that have been found in this portion of the Whitewater

River. This project will help preserve habitat for these species. See Appendix B for a list of fish species in the Whitewater River. Section C describes these species in more detail below.

Jamison Creek also runs through the property and feeds into the Whitewater River. There are very steep slopes along this creek which exceed 20% slope with a limited riparian corridor. The riparian vegetative buffer along this creek will be preserved and expanded to ensure this slope does not fail. Acquiring this site would preserve needed riparian habitat along the Whitewater River. See Exhibit 4 – USGS Map.

**Below is a breakdown of the reforestation plans and costs. This cost is included in this Clean Ohio Application.** See Appendix A for a total list of plant species and their cost.

**Reforestation**

Tree seeds	\$ 4,500.00
Herbicide and Spraying	\$ 2,500.00
Planting	\$ 1,000.00

**80 acre prairie Establishment**

Seed Mix	\$ 78,555.00
2 Herbicide sprayings	\$ 4,800.00
Seed Planting	\$ 1,400.00
3 Bushhoggings	\$ 4,800.00
6 Firebreak Mowings	\$ 900.00

**Total** **\$ 98,455.00**

In addition, the Park District's first priorities on the site would be to perform a vascular plant survey and a cover mapping inventory on the property to identify sensitive vegetation areas. The HCPD will also develop a Land Management Plan for the site.

## **C. Project Emphasis – See Attachment A**

### **OPEN SPACE**

#### **X 1. Reduces or eliminates non-native, invasive species of plants, and revegetates with native species.**

The HCPD will restore this site by removing invasive species along the existing riparian corridor as well as plant the open area of the site in native dry-prairie seeds, thus improving the site's biodiversity. The riparian corridor will also be planted with tree seeds to increase the existing buffer area. When complete, the entire site will consist of native habitat. Yearly maintenance will occur by the HCPD to ensure invasives are kept under control.

#### **X 2. Preserves or increases high quality, viable habitat for plant or animal species, including native species.**

The WRA site is apart of a larger river ecosystem that carries a great deal of this region's natural heritage. Life has existed along this river for generations preceding recorded times. Before European settlement occurred, a plethora of plants and animals thrived in this river ecosystem creating a wealth of natural resources. Settlement and farming have compromised this ecosystem and eliminated a great deal of the diversity on these sites. The purchase of this property and reforestation of the site will return a great deal of the site's vegetation and natural heritage.

When the prairie is planted, it will further provide more habitat for the local wildlife in the area creating shelter and a greater food supply for them to thrive.

Upon inspection by HCPD's Land Management staff, it was found that a variety of native wildflowers were present in the forested area of this site. Two rare wildflowers were found on site: Prairie Trillium and Fern-Leaved Phacelia, as well as many other native wildflowers.

Some of these include: Wild Ginger, Virginia Bluebells, Cup-Plant, Green-Headed Coneflower, Wild Blue Phlox, Jewelweed, Solomon Seal, Dutchman's Breeches, Spiderwort, Bedstraw, Celandine Poppy, Miami Mist, Larkspur and Sweet Cicily. There was also an impressive amount of mature Sycamore and Cottonwood trees in the riparian corridor woodland.



*This rare Prairie Trillium was located on the WRA Tract.*

The presence of these plants indicate this is a healthy, high quality environment and has a degree of biodiversity that is superior to many sites in Hamilton

County. The proposed native plantings on this site will be sensitive to the existing high quality plants on the site and support their growth.

**X 3. Preserves or restores other natural features that contribute to quality of life and states' natural heritage.**

Ohio Greenway's Inc. has compiled research regarding the benefits of riparian corridors which documents that their presence adds greatly to a community's quality of life and well being. They preserve open space, increase property values, provide aesthetic enhancement, reduce storm water infrastructure cost, helps provide cleaner air through the presence of its trees and improves the quality of nearby streams and rivers.

**X 4. Incorporates aesthetically pleasing and ecologically informed design including sensitivity to the terrain, natural resources and heritage of the property.**

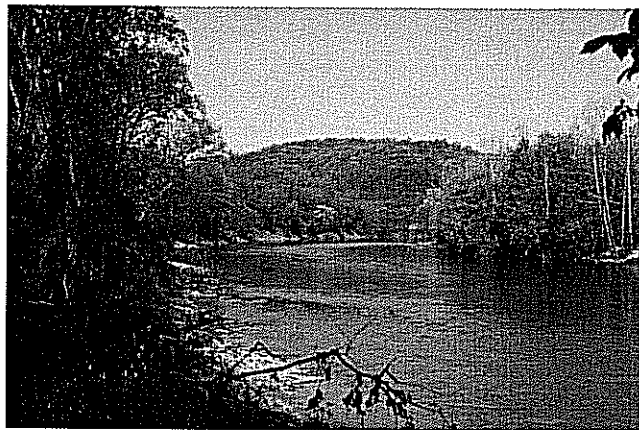
The prairie planting and reforestation of the site was designed by the HCPD's Land Management team to sensitively enhance the site's habitat and natural qualities and to recognize the site's natural heritage. Over 64 species of dry prairie plants were selected for this restoration which were especially suited to this environment.

**X 6. Includes linkages to other parks or openspace/greenspace preserves**

**X 7. Supports openspace/greenspace planning and preserves lands as recommended within previously identified planning or natural resources management documents.**

This property is located on a bend on the Whitewater River contiguous to a HCPD owned greenspace property to the east. The purchase of this property will secure another link in the HCPD's overall Property Acquisition Master Plan to secure land along the Whitewater River.

For several years the HCPD has been actively seeking greenspace land along the Whitewater River. To date, the HCPD has purchased approximately 470 acres of land along the river and has identified other sites for future consideration. Two of these properties were acquired through a Clean Ohio Grant; the Campbell Road Tract in 2002 and the Whitewater Riparian Acquisitions mentioned earlier.



*Typical example of the Whitewater River's riparian corridor along the application site.*



Harrison Township also owns a portion of this sensitive corridor on the eastern side of the Whitewater River downstream from the WRA site. The WRA is supported by Harrison Township and is consistent with their philosophy of preserving greenspace.

This acquisition is consistent with the HCPD efforts to connect greenspace on the Whitewater River.

**X 8. Provides access to natural areas that result in recreational, economic, or aesthetic preservation benefits.**

The WRA site will be accessible to the public, however, for safety reasons, they are required to notify the Park District of their presence on the site. The HCPD will also consider this site as a possible naturalist interpretive site. Site access issues will need to be addressed and if it is found to be feasible to take groups to the site, the naturalists will conduct at least two programs a year to educate the public about this ecosystem.

**Riparian Corridor**

**X 12. Preserves or restores functioning floodplains, including groundwater recharge areas.**

This land is currently being farmed and has much of its woodland habitat removed which is compromising the integrity of the site's floodplain performance. There is a significant riparian corridor however along the Whitewater River and the Jamison Creek. Farming will cease when the HCPD purchases the property.

The planned reforestation/prairie planting will preserve and restore the existing floodplain by stabilizing soils, reducing runoff into the river and stream, increase water quality and increase the health of native wildlife. The HCPD will also plant tree seeds along the riparian corridor to widen this habitat.

The benefits of protecting floodplains are numerous. They help reduce flood damage to downstream resident's property by providing an area for flood water storage, they reduce erosion, remove sediment before it enters streams, provide recreation and access to the public, and create necessary habitat for local wildlife. In addition, the presence of trees on these sites provide benefits. Trees have been shown to provide carbon sequestration which improves the soil quality, control air pollution, and filtrate and purify water as it leaves the site. The preservation of this site's riparian habitat will not only enhance the health and viability of the existing riparian corridor, but will also slow erosion along the Whitewater River.

**X 13. Preserves or restores water quality and/or aquatic biological communities.**

The Ohio EPA report in 1995: "Biological and Water Quality Study of Middle and Lower Great Miami River and selected Tributaries" rates the Whitewater River as an Exceptional Warmwater Habitat (3745-1-21 table 21-1 OAC). This is the

highest designation in our region, equaled only by the Little Miami River above Beechmont and the Dry Fork of the Whitewater north of Atherton Rd. This designation is based on an actual biological field assessment performed by the OEPA. It is also listed by OEPA as having "Superior quality waters" (3745-1-05 table 5-4 OAC) the only stream so designated in Hamilton County. See Appendix C – Biological Attainment Map.

The WRA site preserves a vital aquatic biological community which include the state endangered and special interest fish species which is explained in more detail on page 14.

A complete list of fish species that were identified can be seen in Appendix B. The preservation of this site will help to reduce or eliminate siltation in the river thus potentially improving or creating needed habitat for aquatic species. The corridor vegetation also will help to stabilize stream banks which are susceptible to erosion.

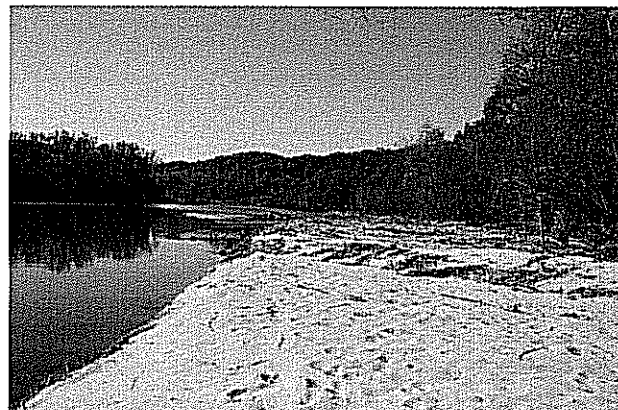


*Typical view of the existing farm fields to be restored by HCPD.*

In addition, the acquisition site is a component of a larger interrelated riparian system. The HCPD purchased the adjoining property in 2005, which was also a Clean Ohio application. The added plant cover in the prairie and riparian corridor will reduce soil runoff from the site thus purifying water runoff into the Whitewater River and improving water quality. Due to the existing, active farming on the site, sediment is entering the stream due to the lack of plant cover on the majority of the site, however this is partially mitigated by the riparian corridor on the site. By planting the farm fields, major sedimentation into the stream will be eliminated.

#### **X 14. Preserves or restores natural stream channels.**

The secondary stream corridor, Jamison Creek, will significantly benefit from any naturally occurring reforestation that occurs on the site. The farm use on the site reduces the width of this stream's riparian corridor. When farm operations are terminated, the site's natural regeneration will be accelerated by the HCPD's plan to plant a wide mix of appropriate



*Typical example of the sandy area on the application site along the Whitewater River.*

riparian tree species such as Cottonwood and Sycamore as well as an assortment of natural grass species. See Exhibit 3 – Habitat and Restoration Plan.

Also favorable about this tract is that almost no debris was seen along the river's edge. In fact, there is a very scenic sandy beach area on the south end of the tract. This unique habitat will be preserved by the HCPD.

**X 15. Preserves or restores streamside forests, native vegetation or adjacent habitat.**

The significant riparian buffer along the Whitewater River serves to reduce erosion, provide shade and habitat for indigenous wildlife and plants. The HCPD will ensure that this environment is preserved and allowed to mature naturally. Some tree seeds will also be planted in this corridor. The riparian corridor along Jamison Creek will also be planted with tree seeds to accelerate the widening of this vegetative habitat.



*Typical example of the Jamison Creek on the southern portion of the property.*

**X 17. Permanent acquisition of riparian corridors, watersheds, forested hillsides, or greenspace linkages.**

The site will be purchased through a fee simple acquisition and will secure a riparian corridor along the Whitewater River. The TTW will acquire 10 acres of the site and then donate 9 acres of this site to the HCPD in the form of a conservation easement. This site will be kept in greenspace in perpetuity.

**X 18. Plants vegetation or reforests lands for filtration to improve water quality, or to control stormwater runoff.**

One critical reason for preserving this property is its relevance to water quality. The riverbank drops off considerably and has many areas which are susceptible to erosion. When this site is purchased, the HCPD will ensure that the two vegetated riparian corridors on site are widened.

The Whitewater Riparian acquisitions will protect this vital riparian habitat. The HCPD will ensure that this process continues with proper stewardship practices and will accelerate this natural process by planting some native woodland species in the existing riparian corridor and by seeding an extensive number of native dry-prairie plants in the farmed area. By allowing this process to continue and mature, it will improve filtration on the site and decrease siltation into the Whitewater River, thus improving its water quality.

The presence of woodland on the site has helped to reduce siltation caused from erosion on the site and the HCPD will ensure that this natural reforestation

continues with the help of extensive native prairie seeding on the site. Native prairie plants have extensive root systems which are designed to hold soil and prevent erosion. The purchase of this land will help to protect this floodplain and its streamside forest along the Whitewater River and the Jamison Creek at the southern portion of the site.

**D. Define Terms of Easement**

RESTRICTIVE COVENANT -SELLER will agree to development restriction (to be included in the additional restrictions mentioned below) to restrict the development of any boat ramps, soccer fields or gravel mining in the event that the BUYER/OPTIONEE is successful in their grant application. The SELLER also agrees that, in the event that the BUYER/OPTIONEE is successful in their grant application, the deed shall contain the following additional restrictive language "**Summe Property - DECLARATION OF RESTRICTIONS**

*This Declaration of Restrictions is made on this day of transfer and has been inserted into this deed at the request of Hamilton County Park District (the "Grantee") with the intention to restrict future use of the property being conveyed by this deed.*

*Recitals:*

*A. Grantor owns certain property located in Hamilton, County, Ohio as more particularly described elsewhere in this deed (the "Property").*

*B. Hamilton County Park District applied for and has received a grant from the State of Ohio, acting by and through the Director of the Ohio Public Works Commission ("OPWC"), pursuant to Ohio Revised Code §164.20 et seq. (the "Grant"). In connection with Hamilton County Park District's application for the Grant, Hamilton County Park District proposed to use the Grant funds either for open space acquisition and related development or to protect and enhance riparian corridors, as set forth more specifically in its application.*

*C. As a condition to Hamilton County Park District's receipt of the Grant, Hamilton County Park District has agreed to restrict the use of the Property as set forth in this Declaration, with the intent that such restrictions run with the land.*

*NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor restricts Hamilton County Park District and its successors and assigns as owners of the Property, as follows:*

*§1. Use and Development Restrictions - Hamilton County Park District, for itself and its successors and assigns as owners of the Property, understand that the Property shall be subject to the following: Hamilton County Park District agrees to perpetually keep the Property in greenspace for the protection of hillside and forest areas included herein. Potential development of the Property will be for providing appropriate access for outdoor recreation and will be limited to*

*improvements that do not harm said areas and will be planned, implemented and managed following best management practices.*

*§2. Perpetual Restrictions . The restrictions set forth in this Declaration shall be perpetual and shall run with the land for the benefit of, and shall be enforceable by, OPWC. This Declaration and the covenants and restrictions set forth herein shall not be amended, released, extinguished or otherwise modified without the prior written consent of OPWC, which consent may be withheld in its sole and absolute discretion.*

*§3. Enforcement. If Hamilton County Park District, or its successors or assigns as owner of the Property, should fail to observe the covenants and restrictions set forth herein, the Grantee or its successors or assigns, as the case may be, shall pay to OPWC upon demand, as liquidated damages, an amount equal to the greater of (a) two hundred percent (200%) of the amount of the Grant received.*

*§4. Restriction on Transfer of the Property. Hamilton County Park District acknowledges that the Grant is specific to Hamilton County Park District and that OPWC's approval of Hamilton County Park District's application for the Grant was made in reliance on Hamilton County Park District's continued ownership and control of the Property. Accordingly, Grantee shall not voluntarily or involuntarily sell, assign, transfer, lease, exchange, convey or otherwise encumber the Property without the prior written consent of OPWC, which consent may be withheld in its sole and absolute discretion.*

*§5. Separability. Each provision of this Declaration and the application thereof to the Property are hereby declared to be independent of and severable from the remainder of this Declaration. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Declaration.*

*§6. Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The notice addresses of the parties are as follows:*

*Hamilton County Park District 10245 Winton Road, Cincinnati, Oh. 45231*

*OPWC: Ohio Public Works Commission 65 East State Street Suite 312  
Columbus, Ohio 43215 Attn: Director*

*§7. Governing Law. This Declaration shall be governed by, and construed in accordance with the laws of the State of Ohio.*

*IN WITNESS WHEREOF, the Grantor has caused this Declaration of Restrictions to be included as a part of the deed transferring title to the property to Hamilton County Park District..*

## **E. Extent of public access once project is completed.**

The WRA property purchased by the HCPD will be open to the public daily from dawn to dusk, however, to preserve the site's delicate ecological balance, visitors would be advised to contact the HCPD rangers before their visit. There will be a potential opportunity to provide canoe and kayak access to the Whitewater River if the need arises.

The 10 acre well field site owned by the TTW will not be accessible to the public.

## **2.2 Ownership/Management/Operation**

### **Ownership**

The HCPD will purchase the estimated 120 acres of the WRA through fee simple purchase. The asking price is \$11,800 higher than the appraised value, however, the HCPD will pay in full the difference in the asking price and the appraisal value. None of the overage will be included in the Clean Ohio Funding.

The HCPD will also contract the owner of this property to execute some of the reforestation work on site as well as the demolition of the cottages on site as an in-kind service. This in-kind donation will be applied as gift credit in the application.

The TTW is also buying 10 acres of this property to use to expand their well field. TTW will then donate 9 of this land to the HCPD as a CE gift donation to be used in this application.

### **Management**

The HCPD will manage the sites for conservation of natural resource purposes with the possibility of limited passive recreation activities such as low impact nature trails, wildlife viewing and nature education programming.

### **Maintenance/Operations**

The property will be maintained by standard stewardship and operational practices implemented by the Hamilton County Park District staff. The HCPD is an experienced and successful steward of natural resources and is currently responsible for managing 12,480 acres of natural area in the park district. This natural area also includes hundreds of acres of riparian habitat and prairie. The HCPD has an operation plan and infrastructure in place for the maintenance of this site.

### **Similar Experience**

Below are five examples of previous fee simple land acquisitions which were similar to the Whitewater Riparian Acquisitions. In addition to this the HCPD has successfully completed over 80 fee simple land acquisitions in the past 10 years.

Previous similar Fee Simple Acquisitions – All the below projects were Clean Ohio projects which were similar to this application and have been completed and are being managed by the HCPD.

Beckmeyer,	136 acres
Campbell,	183 acres
Broadwell Woods,	70 acres
Fulton/Jansen,	41 acres
Jackson,	74 acres

- 2.3 Purchase Contract:** The HCPD has signed an option agreement with the owners agreeing to sell the WRA property to the HCPD for the agreed upon amounts in this document. The HCPD is prepared to immediately move forward with the purchase once a contract with OPWC is executed. The option agreement for purchase of this property is included with the appraisal information.

### **Part III. Compliance with State Criteria**

1. Percentage of Clean Ohio matching funds necessary to complete project

☐ 75% ☐ 74 - 70% ☒ 69 - 65% ☐ 64 - 60% ☐ <60%

The HCPD is requesting 69% of Clean Ohio Funding for the 2006 Funding year.

2. Level of collaborative participation: Participation means active involvement through in-kind services or funding.

☐ local political subdivisions ☒ State agencies ☐ federal agencies

☐ community organizations ☒ conservation organizations

☒ local business groups

The TTW agreed to gift 9 acres of the well site on the WRA property to the HCPD as a conservation easement.

3. OPWC Districts

☐ Joint project in more than one district

☐ Joint project in this district

☐ Carries out an adopted community, watershed or other plan overlapping another district

4. Community benefits: Relative economic, social and recreational benefits

☒ economic benefits

☒ social/recreational

Economic Benefits

Research has shown that the acquisition of open space in highly developed areas will reduce infrastructure costs, decrease health related costs and increase property values. Open space and trees will reduce storm water management and water quality management cost by the open land absorbing much of the runoff caused by development. It also allows the water more time to filtrate through the greenspace to improve its water quality. The presence of preserved trees on site also creates a process called transpiration which helps to purify air quality in a county. Hamilton County is in noncompliance with the EPA. This process would help reduce air quality related health costs, such as treatment for lung cancer, asthma and other respiratory diseases that are prevalent in Hamilton County.

Economic impacts are realized from the protection of this site. First, flood control is accomplished due to the preservation of floodplain reducing clean-up and property loss costs. Stormwater infrastructure and water quality costs are also reduced due to the preservation of natural water storage and filtration areas.

Water quality on the site is also improved through proper stewardship on the site, which can reduce the water purification plant costs in cleaning this water. Greenway, Inc. has performed considerable research to attach economic savings to environmental restoration and preservation projects. By performing these needed restorations, it greatly helps in reducing it's community's infrastructure costs.

The HCPD's restoration plans for this site will ensure that the area's aesthetic qualities and use as a wildlife habitat will be enhanced. Water sports recreation users will benefit from the visual qualities of the site. The Whitewater River is commonly used by canoeists and other water enthusiasts.

Social/Recreational Benefits

The approval of this application will protect a needed riparian corridor in this county which will increase health benefits to its residents by creating more open space for residents to hike and explore, creating additional greenspace in the community and allowing a direct access to the Whitewater River.

Points 5 – 7 are addressed previously in this application. See Above.



## Part IV. Compliance with Hamilton County Priorities

### 1. Community Planning –

The HCPD has been actively pursuing properties along the Whitewater River. To date the Park District has purchased 470 acres of land along this corridor and will keep this land in preservation. This project will help to secure needed riparian corridors.

The HCPD's priority to preserve greenspaces in Hamilton County is reflected in the Hamilton County Planning Commission's Community Compass Report No. 16-6 "State of the county Report: Environment. It states that "Whereas past conservation efforts often focused on protecting individual pieces of land, emphasis is now being placed on the need to provide for green infrastructure. Green infrastructure provides a framework for creating an interconnected network of natural streams, conservation lands, working landscapes and other green spaces that support native species, maintain natural ecological processes, sustain air and water resources, and contribute to the health and quality of life for American's communities and people".

The preservation of riparian greenways is a paramount concern for many municipalities, including those mentioned above, and the acquisition of these riparian properties will move the county closer to preserving the riparian corridor along the Whitewater River.

This acquisition will also comply with the EPA mandated and approved **Storm Water Management Program** for HCPD.

In March 2003, HCPD completed this mandated plan that defines HCPD's stewardship practices for all existing and newly acquired greenspaces. This program was approved by the OEPA in 2003, providing the Park District with a five year permit for projects occurring during that time. The HCPD is required by law to implement all stewardship and development guidelines as set forth in our Storm Water Management Program to ensure the greenspaces are managed per the OEPA's standards.

This program outlines the major components of HCPD's stewardship practices. They include: preserving open space; performing environmental assessments on potential acquisitions, reducing impervious surfaces on site's, and reforesting sites.

Although the Park District officially commenced this program in 2003, it has been utilizing many of the practices for decades. The Park District has been protecting significant greenspace for many years. In 1985, the Hamilton County Park District embarked on a program of identifying and removing paved surfaces. Approximately fifteen (15) acres of pavement have been removed.

The Park District also makes it a practice to remove buildings acquired with new properties unless they can be retro-fitted for public. Over the past twenty-five years, the Hamilton County Park District has removed eighty-six (86) structures.

Since the mid 1970's the Hamilton County Park District has been reducing acreage of park areas regularly mowed to create more buffer and wildlife habitat. In 1991, the Park District began a program to convert cultivated cropland into natural areas. In the past decade, approximately 150 acres of farmland have been converted into wetlands and 300 acres converted to prairie or meadow habitat. In all cases, native plant species were used. These plants were collected within a 150-mile radius of Hamilton County or raised in the Park District's native seed nursery. The use of native species improves the chance of plant survival. The use of prairie species has the additional benefit of a deep root system that maximizes soil retention and evapotranspiration thus reducing runoff. There are approximately 200 acres of farmland that the Park District plans to convert, mostly to prairie, during the next five years.

**2. Natural Resource Viability: How important is the project to the viability of the natural resources affected by the project.**

***Protects 1-5 State Natural heritage Inventory (NHI) ranked rare species***

It has been determined by the Ohio Environmental Protection Agency (OEPA) that one State Endangered fish species, Northern madtom, *Noturus stigmosus* and two (2) State Special Interest fish species, Mooneye, *Hiodon tergisus* and River Redhorse, *Moxostoma carinatum* were found in the portion of the Whitewater River that flows near this acquisition. A complete listing of the fish species found in the OEPA study is listed in Appendix B.

***Protects a threatened biological community or important example of Ohio's natural heritage.***

The Whitewater River is classified as an Exceptional Warmwater Habitat containing rare and protected species. This is the highest designation in our region equaled only by the Little Miami River above Beechmont and the Dry Fork of the Whitewater north of Atherton Rd. This designation is based on an actual biological field assessment performed by the OEPA. It is also listed by OEPA as having "Superior quality waters" (3745-1-05 table 5-4 OAC) the only stream so designated in Hamilton County. It is critical that this habitat be preserved in order to preserve the current species and the river's health.

The OEPA defines an Exceptional Warmwater Habitat as a designation reserved for waters which support "unusual and exceptional" assemblages of aquatic organisms which are characterized by a high diversity of species, particularly those which are highly intolerant and/or rare, threatened, endangered, or special status (i.e. declining species); this designation represents a protection goal for water resource management efforts dealing with Ohio's best water resources.

The study also determined that this stretch of river contains an impressive 47 species of fish which is considered exceptional and indicates the river's rich aquatic community. The study rated the stretch of river along these properties as having an exceptional biological community performance.

The Whitewater River is an important example of Ohio's natural heritage and was a critical life line to past indigenous Native American inhabitants. The preservation of this habitat will protect the community's natural heritage.

**3. Project preserves or naturally restores steep hillsides with slopes greater than 20%:**

The majority of the site is relatively flat, however there is a severely sloping bank along the Whitewater River embankment which has a propensity to erode if not adequately stabilized. By preserving and managing this tract of land, the HCPD will ensure that erosion is controlled.

The Jamison Creek running through the southern portion of the property also has slopes in excess of 20%. This area as well will be adequately planted to stabilize these sensitive banks. Sedimentation and erosion will further be controlled by the native prairie planting in the farm land area.



*Typical example of slopes in excess of 20% along the Jamison Creek.*

**4. Preserves or enhances undeveloped lands along viewsheds of major highway**

This property is visible from I-74 and Lawrenceburg Road. The preservation of this property will add to the aesthetic quality of the viewshed along these corridors.

**5. Protection of highly erodable lands:**

The WRA site lies entirely within the Whitewater floodplain. The site is primarily flat with the exception of the bank along the river and creek which slope severely, with some erosion problems. The site lies within the Stonelick fine sandy loam, St and Jules silt loam, Ju soil classification.

The St classification ranges from 0% to 2% slopes with well drained soils located on floodplains. Flooding can occur in these areas at any time of the year, but the generally flood in Spring, Fall and Winter months. These flood events are generally brief in nature.

St soils are generally found in sizes ranging from 5 to 150 acres. Permeability is moderately rapid and runoff is slow. It is suitable for crop lands, but are well suited to trees. Many areas adjacent to the stream channels are wooded. The flooding is typically brief and trees are generally not damaged.

Ju classification ranges from 0% to 2% in slope with well drained soils located on floodplains. Flooding can occur in this soil type at any time of the year, but generally floods in spring. All of these flood events are generally brief in nature. The Ju classification is generally found in areas ranging in size from 10 to 2,500 acres.

Permeability is moderate to moderately rapid in this classification. It is suitable for crop lands, but is also well suited to trees and to habitat for openland and woodland wildlife which is consistent with the HCPD's plans to create a wet prairie and to restore the depleted riparian corridor.

See Soil Survey Map Exhibit 5.

6. **Readiness to proceed:** The HCPD has secured all the needed documents and has completed negotiations with the owners of the WRA. HCPD is ready to proceed immediately upon notice of acceptance of Clean Ohio Conservation funding.

### 3.0 PROJECT SCHEDULE:\*

		BEGIN DATE	END DATE
3.1	Planning and Implementation:	<u>  /  /  </u>	<u>  /  /  </u>
3.2	Land Acquisition/Easements:	<u>7/14/06</u>	<u>7/14/07</u>
3.3	Site Improvements:	<u>8/1/07</u>	<u>12/30/07</u>

\* Failure to meet project schedule may result in termination of agreement for approved projects. Modification of dates must be requested in writing by a project official of record and approved by the commission once the Project Agreement has been executed.

### 4.0 PROJECT OFFICIALS:

4.1	CHIEF EXECUTIVE OFFICER	Jack Sutton
	TITLE	Director
	STREET	10245 Winton Road
	CITY/ZIP	Cincinnati, OH 45231
	PHONE	(513) 521-7275
	FAX	(513) 521-2606
	E-MAIL	jsutton@greatparks.org
4.2	CHIEF FINANCIAL OFFICER	Don Rudler
	TITLE	Treasurer
	STREET	10245 Winton Road
	CITY/ZIP	Cincinnati, OH 45231
	PHONE	(513) 521-7275
	FAX	(513) 521-2606
	E-MAIL	drudler@greatparks.org
4.3	PROJECT MANAGER	Ross Hamre
	TITLE	Planning Director
	STREET	10245 Winton Road
	CITY/ZIP	Cincinnati, OH 45231
	PHONE	(513) 728-3551, ext. 256
	FAX	(513) 521-2896
	E-MAIL	rhamre@greatparks.org

Changes in Project Officials must be submitted in writing from the CEO or CFO.

## 5.0 ATTACHMENTS/COMPLETENESS REVIEW:

In order that your application may be processed in a timely fashion, please submit your application on 8 ½ by 11 white paper with dark ink so that it may be copied for others. It is understood that some items may not conform to this request such as large maps and photographs. Please feel free to include these items.

Confirm in the blocks [ ] below that each item listed is attached.

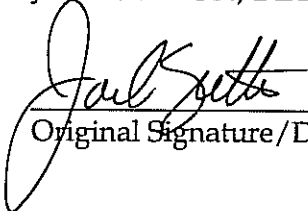
- ☒ [ X ] A certified copy of the authorization by the governing body of the applicant authorizing a designated official to sign and submit this application and execute contracts. This individual should sign under 6.0, Applicant Certification, below.
- ☒ [ X ] A certification signed by the applicant's chief financial officer stating all local share funds required for the project will be available on or before the dates listed in the Project Schedule section.
- ☒ [ X ] A formal detailed estimate of the project's costs provided by an architect, landscape architect, or other professional. For land acquisition, an appraisal by a State-certified general real estate appraiser, as defined under ORC 4763 for the type of land being appraised will need to be submitted to the NRAC prior to closing.
- ☒ [ X ] A cooperation agreement (if the project involves more than one entity) which identifies the fiscal and administrative responsibilities of each participant.
- ☐ [ ] Resolution of Support (Please refer to section 164.23(B)(1) of the Ohio Revised Code for guidance.)
- ☒ [ X ] Identification of any participation by state agencies that will provide to this particular project and that will provide assistance with respect to the project.
- ☐ [ ] Information concerning the coordination of the project among local political subdivisions, state agencies, federal agencies, community organizations, conservation organizations, and local business groups.
- ☒ [ X ] Supporting Documentation: Materials such as additional project description, photographs, and/or other information to assist your NRAC in ranking your project. Be sure to include supplements which may be required by your *local* NRAC.
- ☒ [ X ] Have you reviewed your NRAC's methodology to see that you have addressed all components?

## 6.0 APPLICANT CERTIFICATION:

The undersigned certifies: (1) he/she is legally authorized to request and accept financial assistance from the Ohio Public Works Commission; (2) to the best of his/her knowledge and belief, all representations that are part of this application are true and correct; (3) all official documents and commitments of the applicant that are part of this application have been duly authorized by the governing body of the applicant; and, (4) should the requested financial assistance be provided, that in the execution of this project, the applicant will comply with all assurances required by Ohio Law, including those involving Buy Ohio and prevailing wages.

**Applicant certifies that the project, as defined in the application, has NOT resulted in any transfer of title or rights to land or begun any type of physical improvements prior to the execution of a Project Agreement with the Ohio Public Works Commission. Action to the contrary will result in termination of the agreement and withdrawal of Ohio Public Works Commission funding.**

JACK SUTTON, Director



Original Signature / Date Signed

7/14/06

## ATTACHMENT A

### PROJECT EMPHASIS (Whitewater Riparian Acquisitions - Phase 2)

NOTE: IF THE PROJECT HAS MORE THAN ONE EMPHASIS, PLEASE PLACE A "1" IN THE CATEGORY THAT IS THE PRIMARY EMPHASIS, A "2" IN THE CATEGORY WITH SECONDARY EMPHASIS, AND A "3" IN THE CATEGORY WITH THIRD EMPHASIS.

#### OPEN SPACE

- ☐ \* 1. Protects habitat for rare, threatened and endangered species
- ☐ \* 2. Increases habitat protection
- ☐ \* 3. Reduces or eliminates nonnative, invasive species of plants or animals
- ☐ \* 4. Preserves high quality, viable habitat for plant and animal species
- ☐ \* 5. Restores and preserves aquatic biological communities
- ☐ 6. Preserves headwater streams
- ☐ \* 7. Preserves or restores flood plain and stream side forest functions
- ☐ \* 8. Preserves or restores water quality
- ☐ \* 9. Preserves or restores natural stream channels
- ☒ 10. Preserves or restores functioning flood plains
- ☐ 11. Preserves or restores wetlands
- ☐ \* 12. Preserves or restores stream side forests
- ☐ \* 13. Preserves or restores other natural features that contribute to quality of life and state's natural heritage

#### RIPARIAN CORRIDOR

- ☐ \* 14. Fee simple acquisition of lands to provide access to riparian corridors or watersheds.
- ☐ 15. Acquisition of easements for protecting and enhancing riparian corridors or watersheds
- ☒ 16. Reforestation of land
- ☒ 17. Planting vegetation for filtration
- ☐ \* 18. Incorporates aesthetically pleasing and ecologically informed design
- ☐ 19. Enhances educational opportunities and provides physical links to schools and after school centers
- ☐ \* 20. Acquisition of connecting corridors
- ☐ \* 21. Supports comprehensive open space planning
- ☐ \* 22. Provides multiple recreational, economic and aesthetic preservation benefits
- ☐ 23. Allows proper management of areas where safe hunting and trapping may take place in a manner that will preserve balanced natural ecosystems.
- ☐ 24. Enhances economic development that relies on recreational and ecotourism in areas of relatively high unemployment and lower incomes

One (1) through three (3) indicate the project's primary components. Asterisks (\*) indicate strong elements involved within this project.

**BOARD OF PARK COMMISSIONERS  
HAMILTON COUNTY PARK DISTRICT**

June 15, 2006

RESOLUTION NO. 2596

**CLEAN OHIO CONSERVATION PROGRAM**

WHEREAS, the Board of Park Commissioners of the Hamilton County Park District, desires financial assistance under the Clean Ohio Conservation Program Funds, administered by the Ohio Public Works Commission.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Park Commissioners of the Hamilton County Park District, as follows:

1. That the Board of Park Commissioners of the Hamilton County Park District hereby approves filing of applications for the Clean Ohio Conservation Program Funds.
2. That Jack Sutton, Director, is hereby authorized and directed to execute and file applications with the Ohio Public Works Commission, to enter into any agreements as may be appropriate and necessary for obtaining this financial assistance, and to provide all information and documentation required in said application for submission to the Ohio Public Works Commission.
3. THAT THE BOARD OF PARK COMMISSIONERS OF THE HAMILTON COUNTY PARK DISTRICT hereby does agree to obligate the funds required to satisfactorily complete the proposed projects and thus become eligible for Clean Ohio Conservation Program financial aid up to 75% of the total project costs.

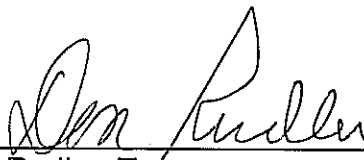
**BOARD OF PARK COMMISSIONERS  
HAMILTON COUNTY PARK DISTRICT**



## CHIEF FINANCIAL OFFICER'S CERTIFICATION OF LOCAL FUNDS

July 14, 2006

I, Don Rudler, Treasurer of the Hamilton County Park District, hereby certify that Hamilton County Park District has the amount of \$240,334.00 in the Land Acquisition Fund and that this amount will be used to pay the applicant revenues for the Whitewater River Bank Stability project.

A handwritten signature in cursive script, appearing to read "Don Rudler", is written over a horizontal line.

Don Rudler, Treasurer

# **Land Appraisal Report**

**PURCHASE OPTION AGREEMENT**  
Carl E. and Sarah J. Summe Property  
Approximately 118.3520 Acres in fee simple  
July 13, 2006

**THIS OPTION AGREEMENT** ("Agreement") is made this (July 13, 2006), between Carl E. Summe and Sarah J. Summe, husband and wife, ("Seller"), and the Board of Park Commissioners, Hamilton County Park District or its assigns, 10240 Winton Road, Cincinnati, Ohio 45231 ("Purchaser").

In consideration of \$6,000.00 (\$2,000.00 per month) paid by Purchaser to Seller (such amount and the amount paid, if all, pursuant to Section 2, the "Option Payment"), and other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. **GRANT OF OPTION.** Seller grants to Purchaser, on the terms and conditions set forth in this Agreement, the exclusive option (the "Option") to purchase the real property located in Hamilton County, Ohio, containing approximately 118.3520 acres (of 128.3520 acres with 10.0 acres being sold under a separate contract to Tri-Township Water Corp.), Plat Book 560, page 170, Parcel 42 and 43, as more particularly described in **Exhibit A** attached to this Agreement, together with all buildings, fixtures and improvements and all appurtenant rights, privileges and easements (collectively the "Property"). As a condition of this Option, the Purchaser must receive funding for this purchase from the Clean Ohio Conservation Program Fund administered by the Ohio Public Works Commission (the "OPWC") in the amount of 59-75% of the purchase price. The Purchaser shall receive notice by September 30, 2006 of the award of the funding upon which Purchaser will notify Seller in writing of its decision to exercise the Option.

2. **OPTION PERIOD.** The Option shall be exercised by Purchaser, if at all, within three (3) months after the last date of execution of this Agreement by all parties. Purchaser shall have the right to extend the term of the Option for an additional period of up to 3 months by paying to Seller on or before October 1, 2006, the additional sum of \$2,000 per month. If Purchaser fails to pay Seller the additional sum by October 1, 2006, the Option shall terminate on the last day of the time period set forth in the first sentence of this Section 2, and shall be of no further force and effect. If Purchaser does not exercise the Option, Seller shall have no obligation to return the Option Payment.

3. **PURCHASE PRICE AND PAYMENT.** The Purchase price for the Property shall be \$6,000 per acre, payable as follows:

(a) The Option Payment shall be applied as a credit on the purchase price at the Closing.

(b) The balance of the purchase price shall be paid at closing in immediately available funds subject to the prorations and adjustments described in this Agreement.

(c) *The Payments will be limited in a range from 117.0 to 120.0 acres.*

4. **SURVEY.** Prior to closing, Purchaser may at its discretion and at its cost obtain a survey and metes and bound description of the Property prepared by a registered surveyor selected by the Purchaser. The legal description prepared from the survey shall be used in Seller's deed,

provided that the description is approved by all appropriate governmental authorities. The surveyed acreage will be the basis of the calculations on the purchase price. If no survey is obtained by purchaser, the legal description shall be based upon the last deed of record as will the basis of the purchase price calculations.

**5. DEED.** At closing, Seller shall execute and deliver a transferable, recordable general warranty deed (the "Deed") conveying to Purchaser, or its nominee, marketable title to the Property in fee simple, free from all defects, liens, easements, restrictions, covenants, encroachments, and any other encumbrances except (i) real estate taxes and assessments not yet due and payable (ii) existing public highways and utility easements (iii) such other matters as may be waived or may be deemed waived by Purchaser as set forth in Section 6.

**6. TITLE.** Prior to October 1, 2006, Purchaser shall obtain a title examination on the Property. If the title examination shows that Seller does not have marketable fee simple title to the Property or that there are any defects, liens, easements, restrictions, covenants, encroachments or any other encumbrances, other than those exceptions described in Section 5, then Purchaser shall notify Seller of its objection to any such matters. Upon receipt of Purchaser's objections, Seller may promptly undertake all actions necessary to satisfy or eliminate any monetary and non-monetary objections to title. However, if Seller is unable to remove any non-monetary objections prior to the expiration of this Option, or if this Option is exercised prior to the Closing date, then Purchaser's sole remedy shall be either to (a) terminate this Agreement, whether or not the Option has been exercised, in which event Seller shall immediately refund Option Payment to Purchaser, without interest, at which time the parties shall be released from all further obligations under this Agreement (except that Purchaser's obligations under Section 7 shall survive), or waive the objections and accept such title as Seller is able to convey, without abatement of the purchase price.

**7. Right of Entry.** At all times either (a) prior to the expiration of this Option or (b) subsequent to the exercise of the Option but prior to Closing, Purchaser, its agents, employees, contractors and representatives, shall have the right, at reasonable times so as not to interfere with Seller's use of the Property, to enter upon the Property for the purposes of conducting soil tests, engineering studies, land planning and other testing and exploration work necessary or appropriate to formulate plans and determine the suitability of the Property for Purchaser's use of the Property. Purchaser shall defend to the full extent of the law all claims, losses, damages and expenses arising from the acts upon the entry onto the Property by Purchaser, its agents, employees, contractors and representatives. Purchaser agrees to return and restore the Property to substantially its original state within a reasonable time after the tests are conducted, not to exceed sixty days (60) after completion of the tests.

**8. TAXES.** Seller shall pay all real estate taxes due and payable on the Property as of the date of the Closing. The taxes shall be prorated (based on a 365 day calendar year) as of the date of Closing.

Seller acknowledges that the Property may have been placed on the agricultural land list established under Chapter 5713 of the Ohio Revised Code. Purchaser will accept responsibility for these charges against the farm at the closing and it is Purchaser's intention to file the necessary forms with Hamilton County Auditors that will forever defer repayment of these taxes

provided the property remain in a preserved status.

**9. SELLER'S ASSISTANCE.** From time to time at the request of Purchaser, whether before, or after the closing of the conveyance of the property to the Purchaser, and without further consideration, Seller shall execute and deliver, and /or join with Purchaser in executing and delivering, such applications for licenses, variances, zoning changes, approvals, permits and consents from governmental bodies, utility companies, financial institutions, and any other entities and shall supply such information, arrange such meetings, and execute forms and take such action as Purchaser may reasonably request in order to proceed with and fully implement Purchaser's use of the Property or to effectuate the transactions contemplated by this Agreement; provided, however, that Seller shall not be required to incur any expenses in connection with these matters unless agreed upon by both parties to the Agreement. Seller shall not file an objection or oppose Purchaser's intended use of the Property.

**10. SELLER'S REPRESENTATIONS AND WARRANTIES.** Seller represents and warrants to Purchaser that as of the date of this Option and as of the date of closing (a) to the Seller's knowledge no orders of any public authority are pending against the Property, (b) no work has been performed or improvements constructed that may result in future assessments against the Property, (c) no notices have been received from any public agency with respect to condemnation or appropriation, change in zoning, proposed future assessments, correction of conditions, environmental conditions or other matters affecting the Property, and (d) to the best of Seller's knowledge without due inquiry no hazardous substances, hazardous waste or other toxic or dangerous materials have been manufactured, treated, stored, disposed of or released from the Property. Additionally, Seller warrants that Seller shall not, without Purchaser's prior written consent, during the Option period: (a) convey or agree to convey, encumber or grant any rights to the Property to any party other than the Purchaser, (b) permit or allow any removal, alteration or other change to the physical character of the Property, or (c) permit any waste, impairment or deterioration of the Property.

**11. CLOSING DATE.** The closing for the delivery of the Deed and other instruments contemplated by this Agreement and payment of the balance of the purchase price in accordance with the provisions of Section 3 shall be on a date no later than 45 days after the exercise of the Option (the "Closing Date"). The Closing shall be held at a time mutually agreed upon by the parties at the office of the Hamilton County Prosecutor, Suite 4000, 230 East Court Street, Cincinnati, Ohio 45202.

**12. POSSESSION.** Seller shall deliver exclusive possession of the Property to Purchaser on the Closing Date subject to the following items: A. Crops: Seller shall retain 2006 crop rights. All crops shall be removed by December 31, 2006. Seller shall maintain liability insurance coverage naming the Purchaser as a co-insured party. Seller will be able to transfer their crop base to another farm. Seller will retain access rights over the existing driveway easement to maintain/harvest crops. B. Cottage Rentals: Seller shall furnish a list of all cottage renters to Purchaser. Seller will notify all tenants in writing of the RENTAL COTTAGES of Seller's granting of this option agreement within 14 days of Seller executing this agreement. The notification shall be in writing with a copy to Purchaser. Such notification will grant the tenants continued occupancy up to December 31, 2007, during which time Seller may continue to collect

rents. During this transitional timeframe, Purchaser will not be able to obtain exemption from property taxation and will request a split decision on its tax exemption for approximately 5.5260 Acres surrounding the barn and cottages. Purchaser will monitor this lengthy process and will invoice Seller for the one year of taxes on the 5.5260 acres as soon as they are determined by Hamilton County Auditor. Seller will vacate the BARN AREA by December 31, 2006.

### **13. DEFAULT; NONEXERCISE OF OPTION.**

A. Should Seller default in the performance of any of its obligations set forth in this Agreement or should there be a breach of any of the Seller's representations and warranties, then, whether or not this Option is exercised, Seller shall promptly return the Option payment to the Purchaser. In addition, Purchaser shall be entitled to exercise all remedies as may be available but Purchaser's remedies must be limited to (1) specific performance or (2) Purchaser may terminate this agreement and Seller will pay all of Purchaser's reasonable out-of-pocket expenses. The parties acknowledge that should Seller default in the performance of any of its obligations under this Agreement, there will be no adequate remedy at law available to Purchaser and if Purchaser so elects, Purchaser shall be entitled to specific performance of all Seller's obligations under this Agreement.

B. Seller shall have the right to retain the Option payment if Purchaser fails to exercise the Option prior to the expiration of the Option Period provided in Section 2. If Purchaser exercises the Option, but following the exercise, Purchaser fails to close the Purchase by the Closing Date (unless the failure is caused by Seller's default or breach of any of its representations or warranties), then this Agreement shall terminate and Seller shall have the right to retain the Option payment as full and complete satisfaction for Seller's granting of the Option. Receipt of the Option payment shall be Seller's sole and exclusive remedy in the event of the Purchaser's default after exercise of the Option, and, except for any liabilities of Purchaser under Section 7, Seller waives all other claims, rights and remedies, either at law or in equity against the Purchaser.

**14. NOTICES.** This Option shall be exercised by giving written notice of exercise prior to the expiration of the Option period as provided in Section 2. The notice of exercise or other writing required or permitted to be given to a party under this Agreement shall be sent to the addresses as follows:

(a) Seller: Carl E. Summe 3300 Shandon-Millville Road Hamilton, OH. 45013

(b) Purchaser: Board of Park Commissioners, Hamilton County Park District, 10245 Winton Road. Cincinnati, Ohio 45231. Attention: Richard Johnson, Planning Specialist.

**15. BROKERAGE.** Each party represents that they will contribute to the \$10,000 Realtors fee to Jim Dwyer with Purchaser paying up to \$3,000 (supported by specific billing for time at \$100 per hour), Seller paying a flat \$2,800 and Tri-Township Water Company paying \$4,200 (7% commission on 10 acres it will be purchasing under a separate contract).

**16. CASUALTY; CONDEMNATION.** Seller shall insure the Property prior to Closing with coverages and amounts acceptable to Purchaser. In the event that (a) during the Option Period

specified in Section 2 or (b) after the exercise of the Option but before the Closing, the Property or any portion of the Property shall be damaged or destroyed by fire, or taken or condemned by a governmental authority or entity having the power of eminent domain, or Seller shall receive a notice of a proposed taking or condemnation, Seller shall immediately notify the Purchaser in writing. Purchaser shall then have the option to (i) terminate this Agreement by giving written notice to Seller, in which event Seller shall refund the Option Payment to Purchaser, and the parties shall be released of all obligations under this Agreement ( except for Purchaser's liabilities in Section 7), or (ii) require Seller to assign to Purchaser at the Closing all of Seller's right, title and interest in any proceeds of insurance payable in connection with the damage or destruction or any awards that may be by reason of such condemnation, in which event there shall be no adjustment or abatement of the Purchase Price.

#### **17. MISCELLANEOUS.**

A. This Agreement constitutes the entire agreement between Seller and Purchaser and no change in this Agreement may be made except by an Agreement in writing signed by the party against whom the change is sought.

B. This Agreement shall be binding and inure to the benefit of the Seller and Purchaser and their respective heirs, personal representatives, successors and assigns. This Agreement is assignable by either party.

C. This Agreement shall be construed without reference to the titles of the various Sections, which are inserted for convenience of reference only.

D. The covenants, agreements, representation, warranties, and obligations of the parties in this Agreement shall survive the Closing.

E. Time is of the essence in this Agreement.

F. As a condition of this Option, the Purchaser must receive funding for this purchase from the Clean Ohio Conservation Program Fund administered by the Ohio Public Works Commission (the "OPWC") in the amount of 59-75% of the purchase price. The Purchaser shall receive notice by September 30, 2006 of the award of the funding upon which Purchaser will notify Seller in writing of its decision to exercise the Option.

G. **LIKE-KIND EXCHANGE.** In the event that Seller desires to structure this transaction as a like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended, Purchaser agrees to reasonably cooperate in such transaction upon Seller's request provided that (a) Seller will be liable to the full extent of the law for any of its employees who enter upon Seller's land for inspection purposes for any costs, claims, expenses, and liabilities (including attorney's fees) incurred by Purchaser solely as a result of structuring this transaction as a like-kind exchange, and (b) the exchange shall have no effect upon the terms of Purchaser's obligations as contemplated in this Agreement to Purchase Real Estate, and (3) Seller to bear all expenses.

**18. RESTRICTIVE COVENANT** - In the event that the Purchaser is successful in their grant application, the deed shall contain the following additional restrictive language

**"Summe Property - DECLARATION OF RESTRICTIONS:**

*This Declaration of Restrictions is made on this day of transfer and has been inserted into this deed at the request of Hamilton County Park District (the "Grantee") with the intention to restrict future use of the property being conveyed by this deed.*

*Recitals:*

*A. Grantor owns certain property located in Hamilton, County, Ohio as more particularly described elsewhere in this deed (the "Property").*

*B. Hamilton County Park District applied for and has received a grant from the State of Ohio, acting by and through the Director of the Ohio Public Works Commission ("OPWC"), pursuant to Ohio Revised Code §164.20 et seq. (the "Grant"). In connection with Hamilton County Park District's application for the Grant, Hamilton County Park District proposed to use the Grant funds either for open space acquisition and related development or to protect and enhance riparian corridors, as set forth more specifically in its application.*

*C. As a condition to Hamilton County Park District's receipt of the Grant, Hamilton County Park District has agreed to restrict the use of the Property as set forth in this Declaration, with the intent that such restrictions run with the land.*

*NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor restricts Hamilton County Park District and its successors and assigns as owners of the Property, as follows:*

*§1. Use and Development Restrictions - Hamilton County Park District, for itself and its successors and assigns as owners of the Property, understand that the Property shall be subject to the following: Hamilton County Park District agrees to perpetually keep the Property in greenspace for the protection of floodplains, hillside and forest areas as/if included herein. Potential development of the Property will be for providing appropriate access for outdoor recreation and will be limited to improvements that do not harm said areas and will be planned, implemented and managed following best management practices.*

*§2. Perpetual Restrictions. The restrictions set forth in this Declaration shall be perpetual and shall run with the land for the benefit of, and shall be enforceable by, OPWC. This Declaration and the covenants and restrictions set forth herein shall not be amended, released, extinguished or otherwise modified without the prior written consent of OPWC, which consent may be withheld in its sole and absolute discretion.*

*§3. Enforcement. If Hamilton County Park District, or its successors or assigns as owner of the Property, should fail to observe the covenants and restrictions set forth herein, the Grantee or its successors or assigns, as the case may be, shall pay to OPWC upon demand, as liquidated damages, an amount equal to the greater of (a) two hundred percent (200%) of the amount of the Grant received.*

*§4. Restriction on Transfer of the Property. Hamilton County Park District acknowledges that the Grant is specific to Hamilton County Park District and that OPWC's approval of Hamilton County Park District's application for the Grant was made in reliance on Hamilton County Park District's continued ownership and control of the Property. Accordingly, Grantee shall not voluntarily or involuntarily sell, assign, transfer, lease, exchange, convey or otherwise*



*encumber the Property without the prior written consent of OPWC, which consent may be withheld in its sole and absolute discretion.*

*§5. Separability. Each provision of this Declaration and the application thereof to the Property are hereby declared to be independent of and severable from the remainder of this Declaration. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Declaration.*

*§6. Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The notice addresses of the parties are as follows:*

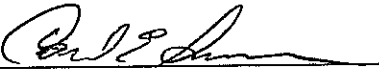
*Hamilton County Park District 10245 Winton Road, Cincinnati, Oh. 45231*

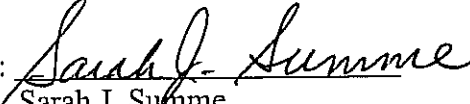
*OPWC: Ohio Public Works Commission 65 East State Street Suite 312 Columbus, Ohio 43215 Attn: Director*

*§7. Governing Law. This Declaration shall be governed by, and construed in accordance with the laws of the State of Ohio.*

*IN WITNESS WHEREOF, the Grantor has caused this Declaration of Restrictions to be included as a part of the deed transferring title to the property to Hamilton County Park District..*

If the Purchaser is not successful in the grant application or if it does not submit a grant application for funding consideration through the Clean Ohio Conservation Program, then the above italicized restrictive covenant will NOT be placed on this deed.

Seller:   
Carl E. Summe  
3300 Shandon-Millville Road  
Hamilton, OH. 45013

Seller:   
Sarah J. Summe  
3300 Shandon-Millville Road  
Hamilton, OH. 45013

ACCEPTANCE by the Purchaser: We hereby accept the above contract on this \_\_\_\_\_ day of \_\_\_\_\_ month, 200\_\_ year \_\_\_\_ time.

Purchaser: \_\_\_\_\_  
Director Jack Sutton

ADDRESS OF Purchaser: Hamilton County Park District

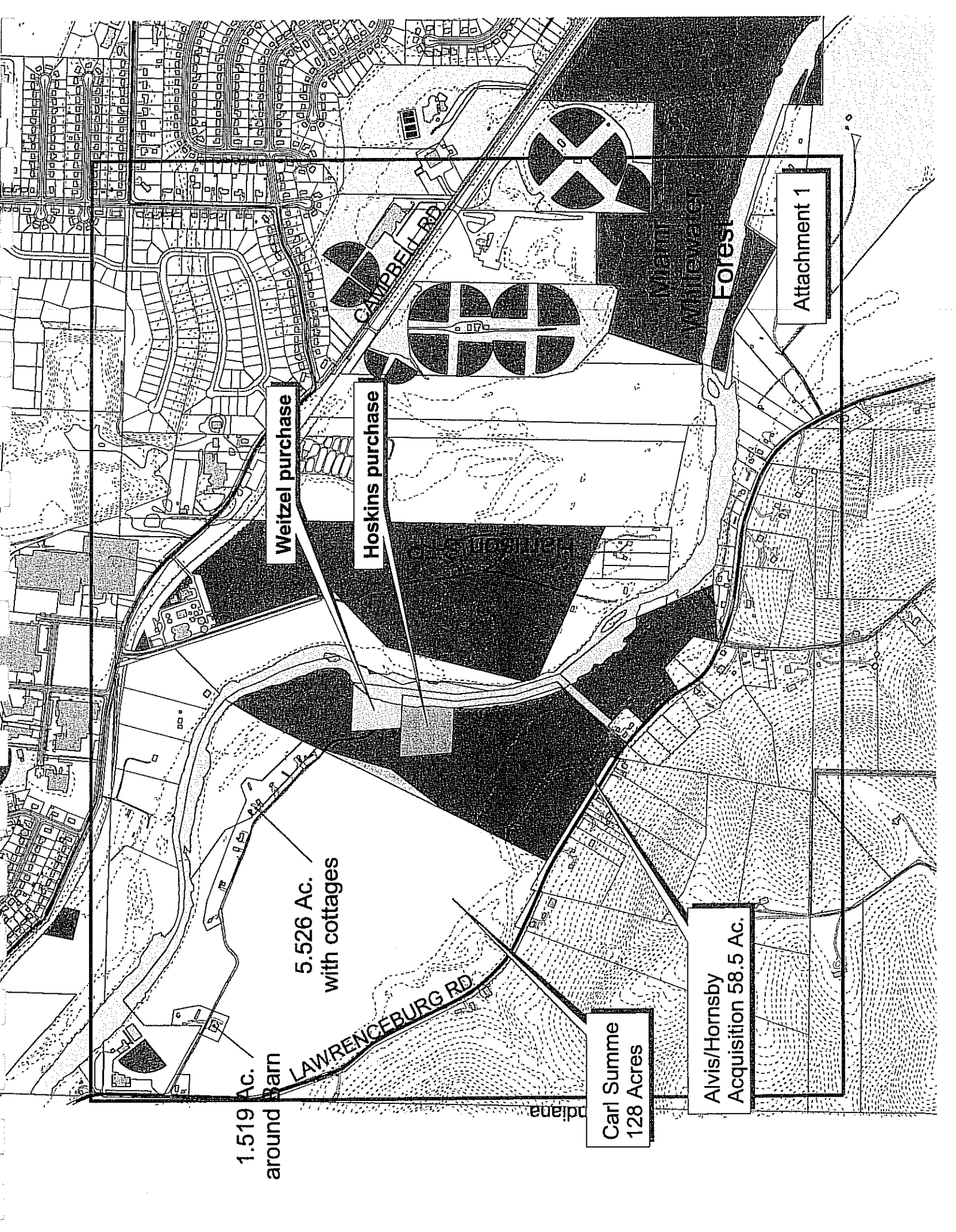
10245 Winton Road

Cincinnati, Ohio 45231 (513) 521-PARK

(This is a legally binding contract. If not understood, seek legal advice.)

\\Hcpd-planning\planning\Property\Land Acquisition\Kilby Road Parcels\Summe (KRP364)\Option Agreement  
with Barons New Form as final.rtf

---



1.519 Ac.  
around Barn

Weitzel purchase

Hoskins purchase

5.526 Ac.  
with cottages

LAWRENCEBURG RD

CAMPBELL RD

Carl Summe  
128 Acres

Alvis/Hornsby  
Acquisition 58.5 Ac.

Attachment 1

Miami  
Whitewater  
Forest

**ABSTRACT OF:**

**The Summary Appraisal Report Applicable to:**

**8840 Lawrenceburg Road  
Harrison Township  
Hamilton County, Ohio 45030**

**121.3070± Acres (Unimproved)  
7.0450± (Improved)**

**PREPARED FOR:** Mr. Rick Johnson  
Planning Director  
**HAMILTON COUNTY PARK DISTRICT**  
10245 Winton Road  
Cincinnati, Ohio 45231

**PREPARED BY:** **APPRAISAL COMPANY OF AMERICA**  
Gene F. Manion  
Appraiser  
5472 Glenway Avenue  
Cincinnati, Ohio 45238

**DESCRIPTION OF THE SUBJECT ACREAGE:**

The subject acreage fronts approximately 2,880 feet on the east right of way for Lawrenceburg Road and runs in a generally northeast direction to the channel of the Whitewater River.

The configuration of the greater parcels is irregular; the topography is substantially level.

**Current Land Use:**

With exception to approximately 7 acres, which are utilized for residential rental parcels and a barn structure, the residual 121± acres are utilized for agricultural purposes.

The preponderance of the acreage is cleared, with exception to the areas proximate to the Whitewater River, which are substantially wooded.

**INCOME APPROACH:** (Land, Land Improvements & Structures)

Barn	=	\$125.00
1 Trailer	=	\$ 90.00
9 Trailer Pads	=	\$550.00
House (Vacant)	=	\$300.00

TOTAL MONTHLY INCOME = \$1,065.00 x 12 = \$12,780.00

Less:

Vacancy / Rent Loss Estimated @ 20% ( 2,556.00 )

Management, Maintenance &

Real Estate Taxes Estimated @ 10% ( 1,278.00 )

ESTIMATED NET ANNUAL INCOME = \$ 8,946.00

\$8,946.00

**CAPITALIZATION RATE**

Pre-Risk Capitalization Factor = 10.00%

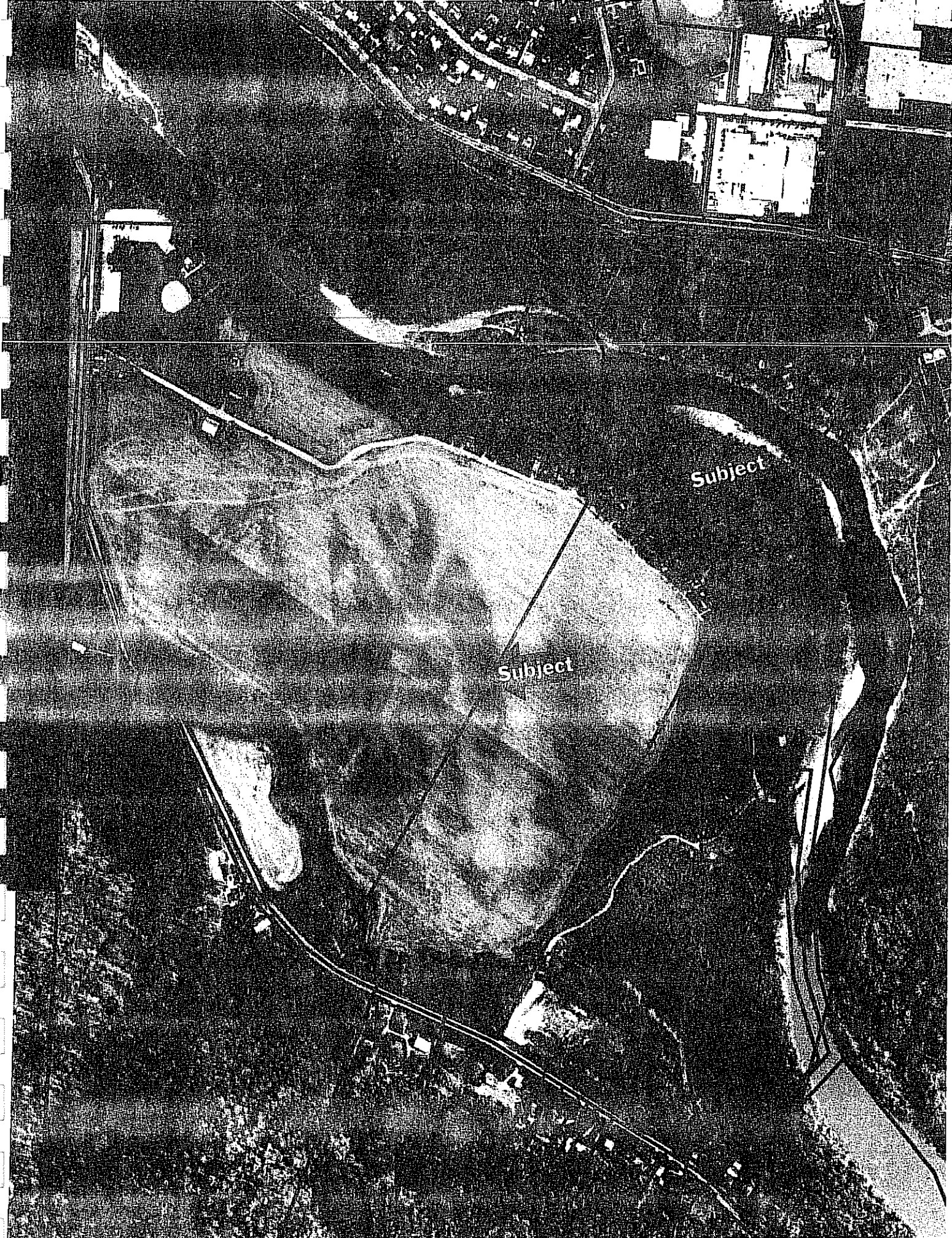
Risk Factor = 5.00%

Total Estimated Capitalization Rate = 15.00%

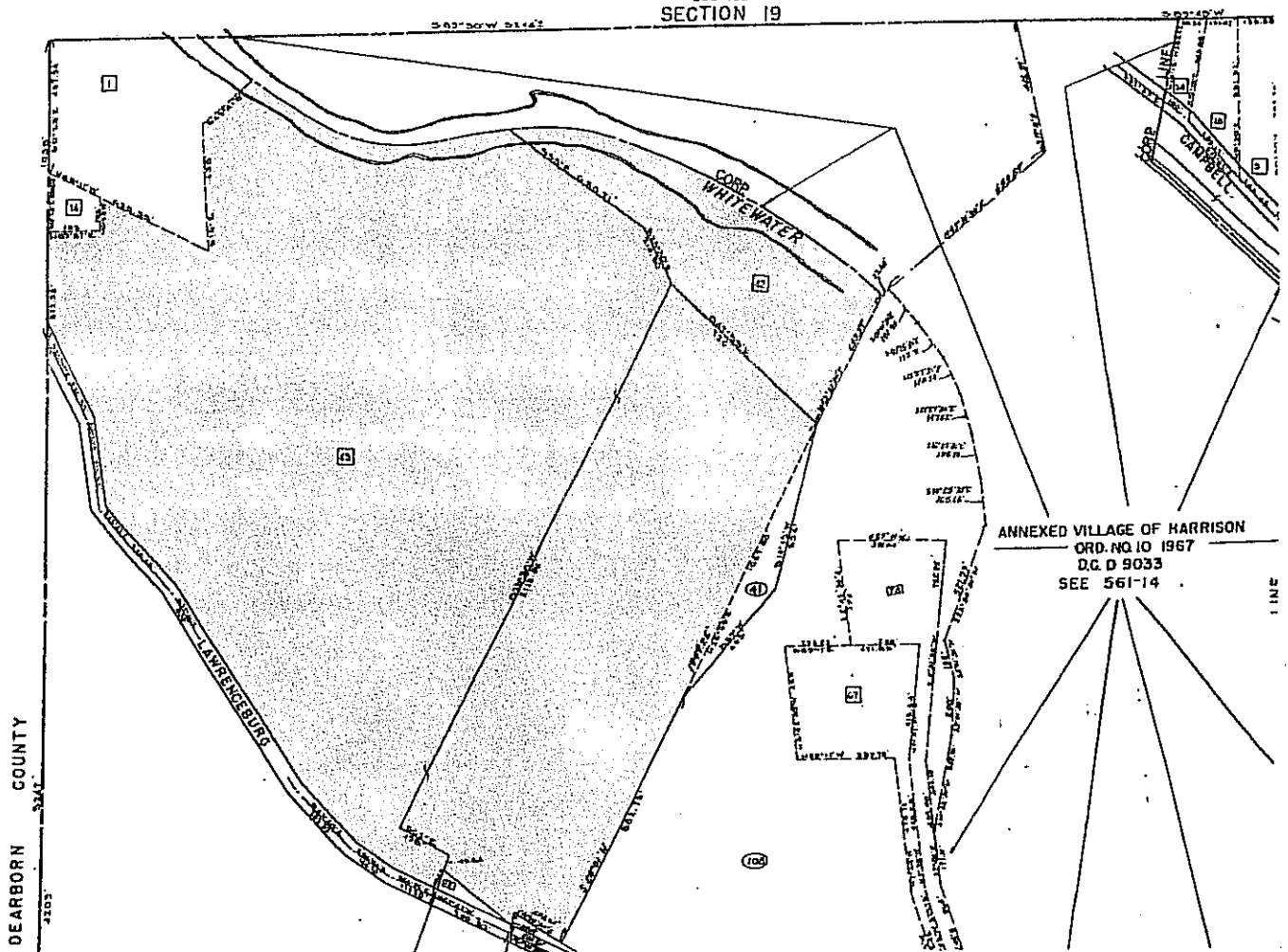
Capitalization of Estimated Net Annual Income

\$8,946.00 Capitalized @ 15.00% = \$59,640.00; Taken As:

\$60,000.00



560-160  
 SECTION 19







# Dusty Rhodes, Hamilton County Auditor

## Summary

 Parcel ID  
1 of 1

### Parcel Info

Parcel ID 560-0170-0042-00 Address 8840 LAWRENCEBURG RD

 Index Order  
Parcel ID

 Card  
1 of 1

### Summary

#### Residential

#### Levy Info

#### Improvements

#### Commercial

#### Sample Sales

#### Transfer

#### Value History

#### Payments

#### Image

#### Map

#### Property Report

Tax Dist	192 HARRISON TWP-SOUTHWEST-00470	Year Built	0
School Dist	19 SOUTHWEST LSD (HAMILTON CO.)	Total Rooms	0
Land Use	111 CAUV - Cash - grain or gen farm	# of Bedrooms	0
Finished Square Ft.	0	Full Bathrooms	0
Acres	128.350	Half Bathrooms	0
Appraisal Area	56003 HARRTWP 3		

### Property Information

 LAWRENCEBURG RD 128.352  
ACS R1-T2-S30 NW - PARS  
42-43 CONS

### Owner Information

 Call 946-4015 if Incorrect  
SUMME CARL E & SARAH J  
3300 SHANDON MILLVILLE RD  
HAMILTON, OH 45013 USA

### Tax Bill Mail Addr

 Call 946-4800 if Incorrect  
SUMME CARL E & SARAH  
3300 SHANDON MILLVILLE RD  
HAMILTON, OH 45013 USA

### Search By

#### Parcel ID

#### Owner

#### Street Address

#### Sales

#### Map

### Site Functions

#### Property Search

#### Comments

#### On-Line Help

#### Home

#### Auditor's Home

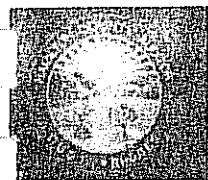
Board of Revision	No	Other Assessments	Yes
Homestead	No	Front Ft.	0.00
2.5% / Stadium Credit	No	Mkt Land Value	407,600
Divided Property	No	Cauv Value	12,760
New Construction	No	Mkt Impr Value	0
Date	1/1/1990	Mkt Total Value	12,760
Conveyance #	0	Total TIF Value	0
Sale Amount	\$0	Abated Value	0
# of Parcels	0	Exempt Value	0
Deed Type	0	Taxes Paid	\$96.14
Deed Number		(See Payments Tab For Details)	

Note

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Data updated on 03/16/06



# Dusty Rhodes, Hamilton County Auditor

## Levy Info

Parcel ID  
1 of 1

### Parcel Info

Summary  
Residential  
Levy Info

Parcel ID  
560-0170-0042-00

Address  
8840 LAWRENCEBURG RD

Index Order  
Parcel ID

Card(s)  
1

Printable Tab  
Obtain ID Codes  
Improvements  
Commercial  
Sample Sales  
Transfer  
Value History  
Payments  
Image  
Map  
Property Report

## Levy List

### Proposed Levies

**No Proposed Levies Found**

Levies Passed since 01/01/2006

**No Passed Levies Found**

Mills Current Annual Tax Estimated Annual Tax Note

Mills Current Annual Tax Estimated Annual Tax Note

This is an estimated levy payment based on the current value of your property. Actual tax amounts per tax year may vary based on changes in property valuation and based on whether a parcel receives any abatement, stadium tax credit, 2.5%, or other reductions during the levy period.

Effective for the tax year 2005, Ohio's biennial budget bill, Amended Substitute House Bill 66, signed by the Governor on June 30, 2005, terminates the 10-percent real property tax rollback for the commercial and industrial classes of property, and agricultural property used for the commercial production of timber. The 10-percent rollback will remain in effect for the residential class of property and most agricultural properties.

A - Proposed for the February 7, 2006, election.

### Search By

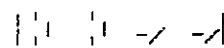
Parcel ID  
Owner  
Street Address  
Sales  
Map

### Site Functions

Property Search  
Comments  
On-Line Help  
Home  
Auditor's Home



# Dusty Rhodes, Hamilton County Auditor

**Commercial**

 Parcel ID  
1 of 1
**Parcel Info**

Summary	Parcel ID	Address	Index Order	Card
Residential	560-0170-0042-00	8840 LAWRENCEBURG RD	Parcel ID	1 of 1
Levy Info				

**Improvements**

Commercial

**No Records Found**

- Print this Tab

- Select ID Codes

Sample Sales

Transfer

Value History

Payments

Image

Map

Property Report

**Search By**

Parcel ID

Owner

Street Address

Sales

Map

**Site Functions**

Property Search

Comments

On-Line Help

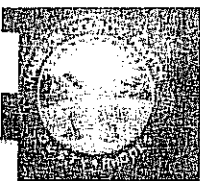
Home

Auditor's Home

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Legal disclaimer / Privacy Statement

Data updated on 03/16/06



# Dusty Rhodes, Hamilton County Auditor

## Value History

 11 11 - / - / Parcel ID  
1 of 1

Parcel Info	Parcel ID	Address	Index Order	Card(s)
Summary	560-0170-0042-00	8840 LAWRENCEBURG RD	Parcel ID	1
Residential				
Levy Info				

### Improvements

### Value History

	Year	Date	Land	Improvements	Total	Assessment Reason
Sample Sales	2005	9/26/2005	\$407,600	\$0	\$407,600	Reappraisal, Update or Annual Equalization
Transfer	2002	10/8/2002	\$391,000	\$0	\$391,000	Reappraisal, Update or Annual Equalization
Value History	1999	11/6/1999	\$359,400	\$0	\$359,400	Reappraisal, Update or Annual Equalization
Discharge Tax	1999	3/31/1999	\$119,000	\$0	\$119,000	Miscellaneous
State to County	1999	3/31/1999	\$0	\$0	\$0	Miscellaneous
Payments	1996	1/1/1996	\$119,000	\$0	\$119,000	Miscellaneous

Image  
Map  
Property Report

### Search By

Parcel ID  
Owner  
Street Address  
Sales  
Map

### Site Functions

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Data updated on 03/16/06

02/02/04 1-03 00062

\$0.00

\$102.56

\$0.00

\$0.00

**Information believed accurate but not guaranteed. Treasurer disclaims liability for any errors or omissions**

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Data updated on 03/16/06

## APPRAISER'S QUALIFICATIONS

### GENE F. MANION

Certified General Real Estate Appraiser,  
State of Ohio, Certificate No. 383256  
Ohio Department of Transportation  
Pre-Qualified Code No. 081120

### EDUCATION:

1958	University of Cincinnati B.B.A. Degree
1955-56	University of Cincinnati - Real Estate Appraising
1965	Michigan State University, Graduate School of Business Administration Income Property Appraising & Financing 1
1969	Michigan State University, Graduate School of Business Administration Income Property Appraising & Financing 2
1992	Appraisal Institute - Course 2-1 Case Studies in R.E. Valuation
1992	American Assoc. of Certified Appraisers - Uniform Standards of Professional Practice
1994	Understanding Limited Appraisals & Appraisal Reporting Options
1995	Appraisal Institute Rates, Ratios & Reasonableness
1996	Real Estate Rehabilitation - Hondros College
1996	U.S.P.A.P. Update - Kentucky Appraiser's Board
1997	U.S.P.A.P. Update - Kentucky Appraiser's Board
1998	Small Hotel/Motel Valuation - Appraisal Institute
1998	U.S.P.A.P. - Five Year Reaccreditation - Hondros College
1998	Dynamics of Office Building Valuation
1998	Ameristate Seminar
1999	New Construction I
2000	Principles of Real Estate Investing
2000	U.S.P.A.P. Update & Issues Impacting the Appraisal Profession
2001	U.S.P.A.P. Update, Views, Laws & Regulations
2002	U.S.P.A.P. KREAB - USPAP Update and Appraisers Issues
2003	Highest & Best Use and Direct Capitalization
2004	F.N.M.A. Requirements National U.S.P.A.P. Update
2005	Appraisal Institute - Evaluating Commercial Construction
2006	National USPAP Update Equivalent Appraisal Trends

### OCCUPATION:

Contract Appraiser- Appraisal Company of America  
5472 Glenway Avenue  
Cincinnati, Ohio 45238

### EXPERIENCE:

1961-63	Staff Appraiser, Department of Urban Renewal, Cincinnati, Ohio
1964-69	Staff, Commercial Real Estate Appraiser Jay F. Zook Co., Mortgage Bankers, Cincinnati, Ohio
1969-71	Staff, Commercial Real Estate Appraiser Kentucky Mortgage Co., Cincinnati, Ohio
1971-78	Staff, Commercial Real Estate Appraiser Mellon Nat'l. Mortgage Company of Ohio, Cincinnati, Ohio
1978 to Present	Self-employed D.B.A. Gene F. Manion, Real Property Appraiser

**APPRAISER DISCLOSURE  
STATEMENT**

In compliance with Ohio Revised Code Section 4763.12 (C)

1. Name of Appraiser: GENE F. MANION

2. Class of Certification/Licensure:

☒ Certified General  
☐ Certified Residential  
☐ Licensed Residential  
☐ Temporary ☐ General ☐ Licensed

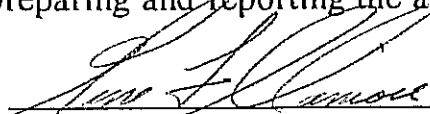
Certification/Licensure Number: 383256

3. Scope: This report ☒ is within the scope of my Certification/License

☐ is not within the scope of my Certification/License

4. Service provided by: ☒ disinterested & unbiased third party  
☐ interested & biased third party  
☐ interested third party on contingent fee basis

5. Signature of person preparing and reporting the appraisal



**THIS FORM MUST BE INCLUDED IN CONJUNCTION WITH ALL APPRAISAL  
ASSIGNMENTS OR SPECIALIZED SERVICES PERFORMED BY A STATE-  
CERTIFIED OR STATE-LICENSED REAL ESTATE APPRAISER.**

State of Ohio  
Department of Commerce  
Division of Real Estate  
Appraiser Section  
Cleveland OH  
(216) 787-3100

# **Cooperation Agreement**



Donation Agreement  
Tri-Township Water Corporation to  
Hamilton County Park District  
Approximately 9.0 Acres as a Conservation Easement  
July 12, 2006

This Donation Agreement is by and between Tri-Township Water Corporation (Bright Indiana service area), a 501(c) 12 Corporation operating from 24192 State Line Rd., Lawrenceburg, IN 47025 (812)-637-1039 for the Donation a Conservation Easement on the property as listed below ("DONOR") and the Board of Park Commissioners of the Hamilton County Park District 10245 Winton Road Cincinnati, Ohio 45231 (513) 521-PARK or its' assigns ("DONEE").

WITNESSETH:

1. For and in consideration of the sum of a total of \$1.00 payable in advance by the DONEE, the receipt of which is hereby acknowledged, the DONOR hereby agrees to donate a Conservation Easement on the DONEE 9.0 acres of the 10.0 acre property that the DONOR has the exclusive right to purchase from the Carl Summe farm. A copy of this Agreement is attached hereto as Exhibit "A". The parties hereto understand that the 1.0 acre to be used for the wellfield will not be contiguous in nature but will consist of several small parcels amounting to no more than 1.0 acre in size.
2. The donated Conservation Easement will consist of approximately 9.0 Acres as currently shown on the attached GIS map Hamilton County Auditor's Map as part of Plat Book 560-0170-0042 and 43 ("LAND") attached as Exhibit "B".
3. **PRICE AND TERMS:** The execution by the DONOR shall constitute an offer to donate the REAL ESTATE and the execution by DONEE of this Agreement shall constitute their agreement to accept the REAL ESTATE per the terms as stated in this Agreement. This agreement is contingent upon (A) the DONOR and DONEE consummating their respective Purchase Agreements with the Seller of the farm, Carl Summe (10.0/118.3520 acres respectively) and (B) contingent upon Donor obtaining sufficient water quality and quantity from their test wells as referenced in Item 6. Both DONEE and DONOR will notify each other, in writing of their respective decisions to purchase their respective portions of the 128.3520 acre farm. Donor of the 9.0 acre portion of the Summe farm shall receive a copy of the actual conservation easement prior to closing. If, in DONOR'S judgment, the terms and conditions of the proposed easement adversely effect DONOR'S right to use the property to be obtained hereunder as a well field, DONOR of the 9.0 acre portion of the summe farm shall have the right to terminate the agreement.
4. **SURVEY:** DONOR and DONEE will proportionally share the cost of a professional survey upon the entire 128.3520 acres. The proportions will be based upon the final acreage distribution as sold by Carl Summe to each party. Any additional costs related to the additional subdivision of 9.0 acres surrounding the well fields will be split based upon the above formula. Both parties will agree on the surveyor of choice (current low bidder BL Payne Inc. for a total of \$7,320). DONEE will cover the entire amount by a purchase order and an adjustment will be made at the closing for reimbursement to them the DONORS share.
5. **CLEAN OHIO FUNDING:** DONEE intends to seek funding assistance through the Clean Ohio Conservation Program Fund as administered by the Ohio Public Works Commission for reimbursement of somewhere between 59-75% of the PURCHASE PRICE of the adjoining 118.3520 acre farm. The anticipated funding timing:
  - a. Late September, 2006 DONEE should receive confirmation from OPWC to proceed and will sign the option agreement on the surrounding 118.3520 acre farm. If DONEE is granted the funding, DONEE will exercise their option contract with Summe, and any OPTION FEES paid will be applied to the closing.
6. **TEST WELLS:** The parties hereto understand that Donor seeks to purchase the Summe farm property as mentioned in paragraph #2 above and do mutually agree upon for the purpose of

establishing a well field to serve its water utility. Donor reserves the right to drill test wells throughout the property and to conduct any tests necessary to determine whether water in sufficient quantity and of sufficient quality exists on site to meet Donor's purpose. Any deficiency in water quality or quantity discovered by Donor will be considered good cause for termination of this purchase agreement.

7. **ACCESS:** Further, Donor shall have access to the property for the ingress and egress of vehicular traffic, including construction traffic, for the installation and maintenance of transmission water lines and for the transmission of power. Any and all easements which shall in the Donor's judgment be necessary to give Donor full and complete access to the property for the purposes set forth above shall be executed and delivered to Donor at the closing. Donor shall have the right to review and approve the language of the easements thus acquired.
8. **OTHER CONTINGENCIES OR NOTES:** NO additional Realtors fees are due.
9. **PERSONAL PROPERTY:** The following personal property shall be included in the sale:  
None
10. **CONVEYANCE AND CLOSING:** DONOR shall convey a Conservation Easement, as set forth and described herein to DONEE, within 90 days of the purchase of the 10.0 acres from Carl Summe or at such sooner time as mutually agreeable to the parties hereto ("CLOSING"), free, clear and unencumbered as of CLOSING, except restrictions and easements of record which do not adversely affect the REAL ESTATE, except None, and except the following assessments (certified or otherwise): None. DONEE shall have the right to cancel this agreement in the event that any encumbrances or liens or other significant concerns are found upon the title that cannot be resolved in an expeditious manner by the DONOR. A copy of the draft conservation easement is attached hereto as Exhibit C.
11. **GRANT OF PERMISSION:** DONOR hereby grants permission to DONEE'S environmental auditors for entry into the property.
12. **RESTRICTIVE COVENANT:** In the event that the DONEE is successful in their grant application, the deed shall contain the following additional restrictive language  
**Tri-Township Water Corp. DECLARATION OF RESTRICTIONS:**

This Declaration of Restrictions is made on this day of transfer and has been inserted into this deed of Conservation Easement at the request of Hamilton County Park District (the "Grantee") and with permission of Tri-Township Water Corp. "Grantor" with the intention to restrict future use of the property being conveyed by this deed by both parties.

**Recitals:**

- A. Grantor owns certain property located in Hamilton, County, Ohio as more particularly described elsewhere in this deed (the "Property").
- B. Hamilton County Park District applied for and has received a grant from the State of Ohio, acting by and through the Director of the Ohio Public Works Commission ("OPWC"), pursuant to Ohio Revised Code §164.20 et seq. (the "Grant"). In connection with Hamilton County Park District's application for the Grant, Hamilton County Park District proposed to use the Grant funds either for open space acquisition and related development or to protect and enhance riparian corridors, as set forth more specifically in its application.
- C. As a condition to Hamilton County Park District's receipt of the Grant, Hamilton County Park District has agreed to restrict the use of the Property as set forth in this Declaration, with the intent that such restrictions run with the land. Grantor does likewise as the fee simple property owner.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor restricts Hamilton County Park District and its successors and assigns as owners of the Property, as follows:

§1. Use and Development Restrictions -both parties to this agreement, for themselves and their successors and assigns as owners of the Property, understand that the Property shall be subject to the following: both parties to this agreement agrees to perpetually keep the Property in greenspace for the protection of floodplains, hillsides and forest areas included herein. Potential development of the Property will be for providing appropriate access for outdoor recreation and will be limited to improvements that do not harm said areas and will be planned, implemented and managed following best management practices.

§2. Perpetual Restrictions. The restrictions set forth in this Declaration shall be perpetual and shall run with the land for the benefit of, and shall be enforceable by, OPWC. This Declaration and the covenants and restrictions set forth herein shall not be amended, released, extinguished or otherwise modified without the prior written consent of OPWC, which consent may be withheld in its sole and absolute discretion.

§3. Enforcement. If Tri-Township Water Corp., or its successors or assigns as owner of the Property, should fail to observe the covenants and restrictions set forth herein, the Grantor or its successors or assigns, as the case may be, shall pay to OPWC upon demand, as liquidated damages, an amount equal to the greater of (a) two hundred percent (200%) of the amount of the Grant received.

§4. Restriction on Transfer of the Property. Hamilton County Park District acknowledges that the Grant is specific to Hamilton County Park District and that OPWC's approval of Hamilton County Park District's application for the Grant was made in reliance on Hamilton County Park District's continued ownership and control of the Property in the form of this deed of Conservation Easement. Accordingly, Grantee shall not voluntarily or involuntarily sell, assign, transfer, lease, exchange, convey or otherwise encumber the Property without the prior written consent of OPWC, which consent may be withheld in its sole and absolute discretion.

§5. Separability. Each provision of this Declaration and the application thereof to the Property are hereby declared to be independent of and severable from the remainder of this Declaration. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Declaration.

§6. Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The notice addresses of the parties are as follows:

Hamilton County Park District 10245 Winton Road, Cincinnati, Oh. 45231

Tri-Township Water Corporation 24192 State Line Rd., Lawrenceburg, IN 47025

OPWC: Ohio Public Works Commission 65 East State Street Suite 312  
Columbus, Ohio 43215 Attn: Director

§7. Governing Law. This Declaration shall be governed by, and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the Grantor has caused this Declaration of Restrictions to be included as a part of the deed of conservation easement transferring partial title to the property to Hamilton County Park District.

In WITNESS WHEREOF, the Grantor/s has/have signed this 12<sup>th</sup> day of July, 2006

WITNESSES:

Notary statement and signatures will follow:

If the DONEE is not successful in the grant application or if it does not submit a grant application for funding consideration through the Clean Ohio Conservation Program, then the above italicized restrictive covenant will NOT be placed on this deed.

13. **SOLE CONTRACT:** The parties agree that this Agreement constitutes their entire agreement and that no oral or implied agreement exists. Any amendments to this Agreement shall be made in writing, signed by all parties and copies shall be attached to all copies of the original Agreement. This Agreement shall be binding upon the parties, their heirs, administrators, executors, successors and assigns.
14. **PROPERTY TAXES:** Property taxes on the real estate will be prorated to the date of closing on the property between Carl Summe and (DONOR/DONEE). Since DONEE has the significantly larger proportion of the property, all prorated taxes from the Summe closing will be transferred to DONEE who will pay the entirety of that year's taxes (both installments due in 2007). Once the cuts-up of the property has been performed by Hamilton County Auditors in early 2008, DONEE will invoice Donor for their share of the 2006 taxes proportioned up to the date of transfer of the 10.0 acres. Both parties anticipate seeking tax exemption for the tax year 2007 and following.
15. **CURRENT AGRICULTURAL USE VALUE (CAUV):** CURRENT AGRICULTURAL USE VALUE (CAUV): currently, DONOR is responsible for payment of three years of CAUV recoupment charges totaling approximately \$16,353.73. Tri Township will accept responsibility for these charges equivalent to the proportion payable on the 1.0 acre that Tri Township will retain for its sole use. HCPD will accept responsibility for the proportional of the cost assignable to the 9.0 acre conservation easement and for the remainder of the farm. It is BUYERS intention to file the necessary forms with Hamilton County Auditors that will forever defer repayment of these taxes provided the property remain in a preserved status.
16. **CROP RIGHTS:** BUYER will retain 2006 crop rights and will have all crops removed by December 31, 2006.
17. **DONOR** will retain 1.0 acres that will contain whatever improvements are necessary to extract the maximum amount of raw water from their proposed well field. Within this 1.0 acres, the raw water production may consist of a tubular gravel wall well with pumping & electrical equipment, valve vault & raw water transmission main, access driveways, chain link fence, & other miscellaneous components necessary to extract, pump, & transfer raw water from subject site to a water treatment plant located at 75 Jamison Rd. West Harrison. DONOR also reserves the right to require a 10 foot wide water line easement with a 40' wide temporary easement behind and to the West of the Rose Ballard (9110 Lawrenceburg Road) as necessary to initially develop and in the future maintain this water line in the event that DONOR is unable to secure a suitable easement through the VFW hall property in the northeast corner of the 128 acre Summe farm.

Donor: Randall J. Summe Pres  
Tri-Township Water Corporation  
24192 State Line Rd.,  
Lawrenceburg, IN 47025

ACCEPTANCE by the Donee: We hereby accept the above contract on this 13<sup>th</sup> day of July month, 2006 year 8:30 time.

Donee:

  
Jack Sutton, Director

ADDRESS OF BUYER: Hamilton County Park District  
10245 Winton Road  
Cincinnati, Ohio 45231 (513) 521-PARK

(This is a legally binding contract. If not understood, seek legal advice.)

Purchase Agreement  
Carl E. and Sarah J. Summe Property  
Purchase of 10.0 Acres in fee simple acquisition by Tri-Township Water Corporation  
July 12, 2006

This Purchase Agreement is by and between Carl E. and Sarah J. Summe with a mailing address of 3300 Shandon-Millville Road, Hamilton, OH. 45013 for the 10.0 acre sale of property as listed below ("SELLER"), and Tri-Township Water Corporation (Bright Indiana service area), a 501(c) 12 Corporation operating from 24192 State Line Rd., Lawrenceburg, IN 47025 (812)-637-1039 ("BUYER")

WITNESSETH:

1. For and in consideration of \$2,000 payable at execution of this contract (EARNEST MONEY) to be paid by the BUYER, the receipt of which is hereby acknowledged, the SELLER hereby grants to the BUYER the exclusive right to purchase 10.0 acres of the 128.3520 acre farm for a six-month period of time commencing with execution of this document by SELLER/BUYER. The precise location of these 10.0 acres will be mutually agreed to by all parties but will be generally in the northwest corner of the 128.3520 acres as generally shown on the attached GIS map and to be cut-up from Hamilton County Auditor's Map Plat Book 560-0170-0042 and 43 in fee simple ("LAND"); provided, however, that Seller shall be obligated to sell the LAND to BUYER only if the Hamilton County Park District purchases from SELLER the 118.3520 acre tract pursuant to a Purchase Option Agreement of even date herewith.
2. **PRICE AND TERMS:** (10.0 acre purchase): The execution by the BUYER/SELLER of this Agreement shall constitute an offer to purchase the REAL ESTATE per the terms as stated in this Agreement and, SELLER shall sell the REAL ESTATE and the BUYER agrees to purchase the REAL ESTATE for \$6,000.00 per acre (PURCHASE PRICE). BUYER will prorate the cost of a survey of the 10 acre parcel to be purchased with Hamilton County Park District on their concurrent acquisition of approximately 118 acres from SELLER.
3. **OTHER CONTINGENCIES OR NOTES:** BUYER will be responsible for the 7.0% (\$4,200) Realtors commission to Jim Dwyer at the closing.
4. **INSPECTION CONTINGENCY:** BUYER may conduct any additional standard inspections that may be necessary including but not limited to environmental studies and test well borings/pumping tests, if needed, and building inspections. BUYER reserves the right to have an Environmental Phase One Audit performed of the property and may have a Phase Two Audit performed if necessitated by the Phase One Audit provided SELLER consents in writing for this Phase Two Audit work. Such consent may not be unreasonably withheld by the SELLER. Any environmental problems found that cannot be resolved by SELLER are to be considered good cause for termination of this Purchase Agreement with the refund of the Earnest Money to the BUYER.
5. The parties hereto understand that Buyer seeks to purchase the property mutually agreed upon for the purpose of establishing a well field to serve its water utility. Buyer reserves the right to drill test wells throughout the property and to conduct any tests necessary to determine whether water in sufficient quantity and of sufficient quality exists on site to meet Buyer's purpose. Any deficiency in water quality or quantity discovered by Buyer will be considered good cause for termination of this purchase agreement with refund of the Earnest Money to the Buyer. Purchaser shall defend to the full extent of the law all claims, losses, damages and expenses arising from the acts upon the entry onto the Property by Purchaser, its agents, employees, contractors and representatives. Purchaser

- agrees to return and restore the Property to substantially its original state within a reasonable time after the tests are conducted, not to exceed sixty days (60) after completion of the tests.
6. Further, the Buyer shall have access to the property for the ingress and egress of vehicular traffic, including construction traffic, for the installation and maintenance of transmission water lines and for the transmission of power. Any and all easements which shall in the Buyer's judgment be necessary to give Buyer full and complete access to the property for the purposes set forth above shall be executed and delivered to Buyer at the closing. Buyer shall have the right to review and approve the language of the easements thus acquired.
  7. **PERSONAL PROPERTY:** The following personal property shall be included in the sale: None
  8. **SELLER'S CERTIFICATION:** SELLER certifies to BUYER that, to the best of SELLER'S knowledge: (a) the fireplaces, chimneys, electrical, plumbing, heating, air conditioning equipment and systems, and other items included herein will be operational on Possession, except None; (b) there are no pending orders or ordinances or resolutions that have been enacted or adopted authorizing work or improvements for which the REAL ESTATE may be assessed, except None, (c) the REAL ESTATE is zoned as floodplain zoning; (d) no Federal, City, Township, County or State orders have been served upon the property requiring work to be done or improvements to be made which have not been performed, except: None (e) there are no underground fuel tanks or other tanks that contained or now contain any hazardous waste or other toxic substance except: none ; (f) that there is and has been no discharge or disposal by SELLER of any hazardous waste or other toxic substance (as such terms are defined by any applicable federal, state or local governmental law, rule, ordinance or regulation) on the Real Estate, or contamination of the Real Estate by any such substances; that any storage or utilization of any hazardous or toxic substance is fully described in the attached Exhibit "A" hereto; and that any such storage or utilization is, and has been at all times, in full compliance with all applicable federal, state or local laws, rules, ordinances and regulations.
  9. **CONVEYANCE AND CLOSING:** SELLER shall be responsible for transfer taxes. SELLER shall be responsible for deed preparation and shall convey marketable title to the REAL ESTATE by Fee Simple General Warranty Deed within 180 days of the exercise of this Purchase Agreement by both parties, or at such sooner time as mutually agreeable to the parties hereto (" CLOSING "), free, clear and unencumbered as of CLOSING, except restrictions and easements of record which do not adversely affect the REAL ESTATE, except None, and except the following assessments (certified or otherwise): None. BUYER shall have the right to cancel this agreement in the event that any encumbrances or liens or other significant concerns are found upon the title that cannot be resolved in an expeditious manner by the SELLER.
  10. **CONDITION OF IMPROVEMENTS:** SELLER agrees that on Possession, the REAL ESTATE shall be in the same condition as it is on the date of this offer, except for ordinary wear and tear and casualty damage from perils insurable under a standard fire policy with extended coverage. If the REAL ESTATE be damaged or destroyed by fire or other casualty and if, prior to Closing, the REAL ESTATE shall not be repaired or restored by, and at the cost of SELLER, to a condition as good as it was prior to the damage or destruction, then BUYER, at it's option, may terminate this contract by written notice to SELLER. During the pendency of this contract, SELLER shall not make any substantial alterations or repairs without the consent of the BUYER.
  11. **GRANT OF PERMISSION:** SELLER hereby grants permission to BUYER environmental auditors for entry into the property. Further, SELLER hereby grants permission to BUYER, or BUYER'S designated agents, to enter the property for the

purpose of conducting test well drilling, and for any and all related activities, to the full extent necessary to determine whether there is water in sufficient quality and quantity for the establishment of a well field on site.

12. **SOLE CONTRACT:** The parties agree that this Agreement constitutes their entire agreement and that no oral or implied agreement exists with the exception of a second contract between Summe and Hamilton County Park District (HCPD) on the remaining 118.3520 acres. Any amendments to this Agreement shall be made in writing, signed by all parties and copies shall be attached to all copies of the original Agreement. This Agreement shall be binding upon the parties, their heirs, administrators, executors, successors and assigns.
13. **PROPERTY TAXES:** Property taxes on the real estate will be prorated to the date of closing on the property between BUYER and SELLER on this 10.0 acres. BUYER will apply for tax exemption on the entire 10.0 acres.
14. **CURRENT AGRICULTURAL USE VALUE (CAUV):** currently, SELLER is responsible for payment of three years of CAUV recoupment charges totaling approximately \$16,353.73. BUYER will accept responsibility for these charges on 10.0 acres of the farm at the closing and it is BUYER'S intention to file the necessary forms with Hamilton County Auditors to apply for the CAUV program. HCPD will also attempt to forever defer repayment of these taxes through all legal means provided the property remain in a preserve status based upon HCPD's Conservation Easement.
15. **CROP RIGHTS:** SELLER will retain 2006 crop rights and will have all crops removed by December 31, 2006. Any damage done by BUYER test well drilling operations will be reimbursed to SELLER's farmer directly by the Buyer, or its agents. Crop damage reimbursement will be calculated as follows: Buyer will calculate the number of square feet damaged by test well drilling. Buyer will then pay the fair market value per unit of measurement for the lost crops as multiplied by the number of square feet damaged.
16. **OCCUPANCY:** At the closing the BUYER will take possession of the LAND, subject to the crop rights mentioned above.
17. **EXPIRATION AND APPROVAL:** This AGREEMENT is null and void if not signed by the BUYER/SELLER/ in writing on or before 5:00 o'clock (P.M.) CINCINNATI TIME, July 14, 2006.
18. **ACTION BY SELLER:** The undersigned SELLER has read and fully understands the foregoing purchase contract and accepts said offer and agrees to convey the REAL ESTATE according to the above terms and conditions on this, 13<sup>th</sup>, July, 2006:
19. **ACTION BY BUYER:** The undersigned BUYER has read and fully understands the foregoing purchase contract and accepts said offer and agrees to convey the REAL ESTATE according to the above terms and conditions on this, 12<sup>th</sup>, July, 2006:

WITNESS: Joel E. Blodgett

SELLER:

Carl E. Summe

Carl E. Summe  
3300 Shandon-Millville Road  
Hamilton, OH. 45013

WITNESS: Carl E. Summe

WITNESS: Joel E. Blodgett

SELLER:

Sarah J. Summe

Sarah J. Summe  
3300 Shandon-Millville Road  
Hamilton, OH. 45013

WITNESS: Carl E. Summe



WITNESS: \_\_\_\_\_

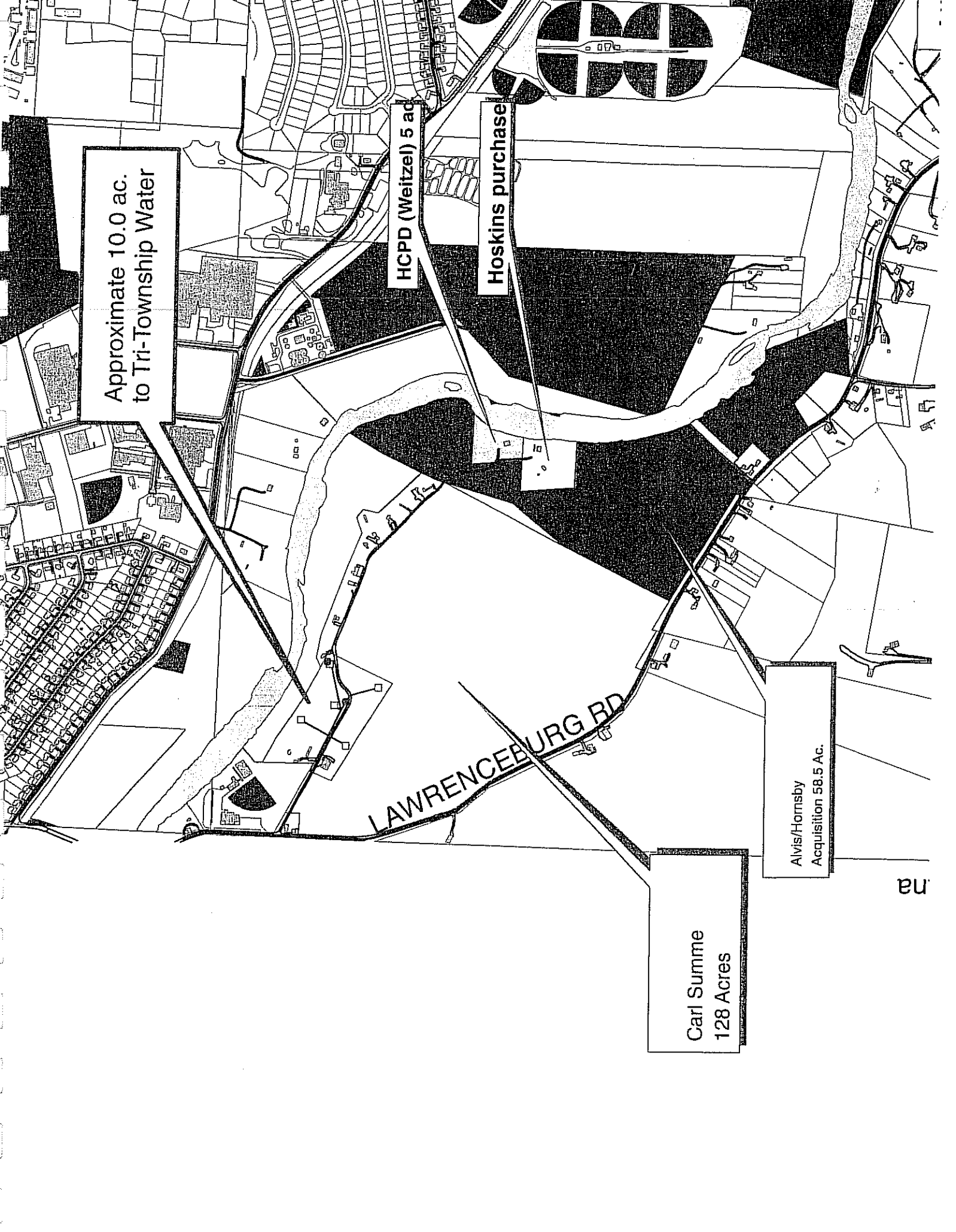
WITNESS: John H. [Signature] BUYER: \_\_\_\_\_

Randall Lynen - Pres

Tri-Township Water Corporation  
24192 State Line Rd.  
Lawrenceburg, IN 47025

WITNESS: Dandra L. Bozard

WITNESS: Jeff E. [Signature]



Approximate 10.0 ac.  
to Tri-Township Water

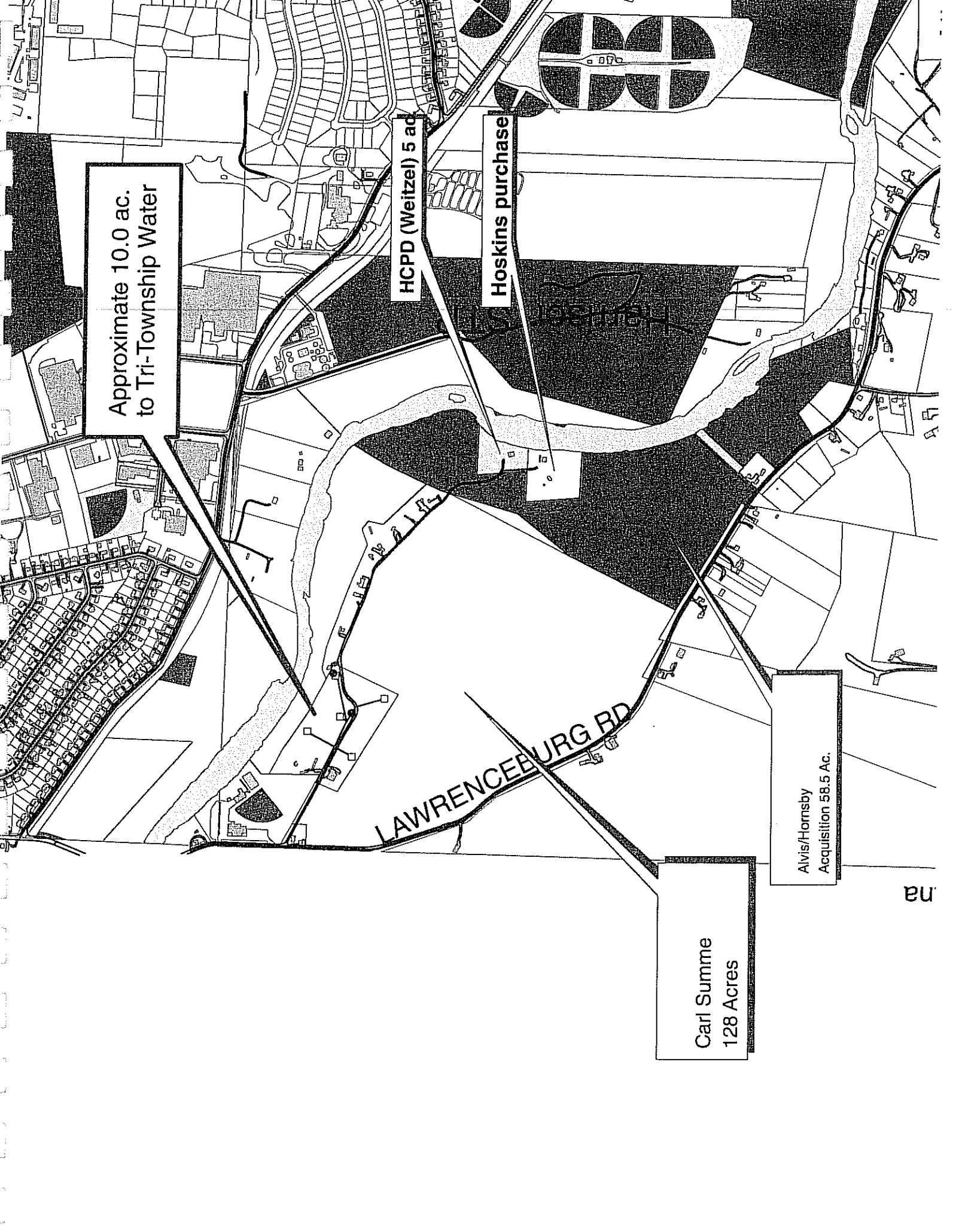
HCPD (Weitzel) 5 ac

Hoskins purchase

LAWRENCEBURG BD

Carl Summe  
128 Acres

Alvis/Hornsby  
Acquisition 58.5 Ac.



Approximate 10.0 ac.  
to Tri-Township Water

HCPD (Weitzel) 5 ac.

Hoskins purchase

LAWRENCEBURG BD

Carl Summe  
128 Acres

Alvis/Hornsby  
Acquisition 58.5 Ac.

na

Exhibit "C" To The Donation Agreement  
between TTWC and HCPD on the 9.0 acre Conservation

Tri-Township Water Corporation and Hamilton County Park District  
Deed of Conservation Easement

Easement  
Donation  
(6 pages)

This Deed of a Conservation Easement made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between Tri-Township Water Corporation (Bright Indiana service area), a 501(c) 3 Corporation operating from 24192 State Line Rd., Lawrenceburg, IN 47025 (812)-637-1039 Grantor, and the Board of Park Commissioners, Hamilton County Park District, 10245 Winton Road, Cincinnati, Ohio 45231, Grantee.

WITNESSETH:

Whereas, Sections 5301.67 through 5301.70 of the Ohio Revised Code authorize the Board of Park Commissioners of the Hamilton County Park District to acquire conservation easements as are necessary for the purposes of the Park District; and whereas, said Grantor is the owner in fee of the following described real property in Hamilton County, Ohio:

SEE ATTACHED LEGAL DESCRIPTION OF PROPERTY of the 9.0 Acres

Whereas, the property is open space possessing scenic beauty and is important to continued preservation of wetlands and conservation of natural resources located adjacent to the Whitewater River, as flood plain, and the property is presently being used for agricultural purposes.

Now, therefore in consideration of the foregoing and of the sum of one dollar (\$1.00) and other valuable considerations, the Grantor grants, conveys, and assigns in perpetuity, unto the Board of Park Commissioners of the Hamilton County Park District and its successors, a Conservation Easement subject to the following covenants and restrictions:

1. The easement property herein conveyed shall forever be held in its natural state by the Grantor. The term "natural state" means that no permanent buildings or structures, either with or without a foundation, shall be placed or erected on the easement property and that no man caused disturbance shall be permitted, with exception of grassland/Prairie planting by the subject Grantee. The Grantor shall have the right to approve or reject any request for entrance onto his property for educational or scientific purposes. All such requests by the Grantee shall be submitted in writing 30 days prior to the requested start of any such project for consideration and approval of the Grantor. The permission from the Grantor will not be unduly withheld for a reasonable request. The Grantee will not encourage the general public to enter onto the Grantor's property. In order to discourage unapproved visitation or use of the property, the Grantor reserves the right to erect "No Hunting", "Hunting With Permission", "No Trespassing", "No Dumping" or other similar signs entirely at Grantor's discretion.
2. The Grantor is permitted to have joint ownership of the land and can convey the property in that manner. Grantor shall provide the Grantee a copy of plat and address of the new owners should he decide to sell, partition or subdivide the easement property.
3. Within the subject easement area there shall be no filling, mining, excavating, removal of top soil, removal of sand, gravel or rock and/or other minerals or natural materials by the Grantor. Regrading of

the property for the agricultural purposes of proper drainage, irrigation, removal of debris, and/or relocation of soil and corrective measures to prevent damage due to flooding or erosion will be permitted. Grantor will retain 1.0 acres in fee simple that will contain whatever improvements are necessary to extract the maximum amount of raw water from their proposed well field. Within this 1.0 acres, the raw water production may consist of a tubular gravel wall well with pumping & electrical equipment, valve vault & raw water transmission main, access driveways, chain link fence, & other miscellaneous components necessary to extract, pump, & transfer raw water from subject site to a water treatment plant located at 75 Jamison Rd. West Harrison. DONOR also reserves the right to require a 10 foot wide water line easement with a 40' wide temporary easement behind and to the West of the Rose Ballard (9110 Lawrenceburg Road) as necessary to initially develop and in the future maintain this water line in the event that DONOR is unable to secure a suitable easement through the VFW hall property in the northeast corner of the 128 acre Summe farm.

4. There shall be no filling, manipulation or alteration of the existing water course of the river by the Grantor. The use of ground water resources is limited to domestic water supply usage.
5. There shall be no commercial use of the easement area by the Grantor other than for grassland/Prairie plantings in the area encumbered by this easement.
6. There shall be no dumping of garbage, trash or any unsightly material on the easement area. No unnatural materials may be buried on the property. Any material deposited directly onto the site by the Whitewater River will be permitted to be moved on the property or to other lands outside of the Whitewater River flood plain, but will not be required to be removed. The Grantee reserves the right to remove such material with proper notice given to Grantor. No storage of obsolete or abandoned machinery, equipment, automobiles, etc. shall be permitted within the easement area.
7. The Grantor reserves the right to develop/maintain on the property phone, electric, water or other utility services needed to provide for the needs of the Grantor, heirs, executors, administrators or assigns. The area needed to repair said utilities shall be the minimum necessary to accomplish the task, as agreed to in writing by the Grantor and Grantee. Upon completion, the area affected shall be restored to its previous state insofar as possible. Any additional easements affecting the subject property shall only be granted with the written permission of the Grantor and Grantee and shall not adversely affect the subject property for farming or conservation purposes as specified herein.
8. The construction of new roads will be permitted by mutual agreement of the Grantor and Grantee, provided the new road will not adversely affect the land for conservation purposes and is necessary only to further utilize the retained 1.0 acre of property that will be used to extract the maximum amount of raw water from the Grantor's proposed well field use. Necessary maintenance and repair of existing roads or drives is permitted including upgrading and/or widening for water extraction purposes only.

9. Grantor shall comply with all applicable federal, state and local environmental regulations regarding the ground water extraction use.
10. The Hamilton County Park District as Grantee, or authorized representatives, reserves the right to periodically inspect the easement property. Grantor will be given prior notice of the inspection of the property. Violations of this agreement created or caused by the actions of the Grantor will be corrected at the Grantor's expense in a reasonable or agreed upon amount of time. The Grantee will provide Grantor with a 30-day advance written notice to remove or correct any violations. If no attempt ~~has been made or time to correct the violation has been agreed to~~, the Grantee may remove or correct the violations and bill the Grantor for this correction expense.
11. Actions which are prohibited to be performed by the Grantor, may not be done by any employee, agent or representative of the Grantor, nor may Grantor give permission to another person to perform such actions.
12. Grantor will also permit Grantee to plant and maintain a "Mesic" Prairie (some wet and some dry sites intermixed) over appropriate areas of the entire 10.0 acres of Grantor's property, and grantee will also be permitted to plant some wooded areas parallel with the river using native tree species. This Mesic Prairie will extend beyond the 10.0 acres of grantor's property to cover approximately 110 acres down river. Grantor will maintain the entire Mesic Prairie using periodic prescribed burn techniques according to best management practices. The entire 110 acres will be divided up into approximately 6-8 blocks separated by grass fire breaks. A rotating cycle of 3-4 years will be established in which some blocks (3-4) will be burned each year but the selected fields will be rotated so that within four years, every field will be burned at least once. Grantee will use state certified prescribed burn technicians and will receive permits from Ohio Department of Forestry, OEPA and the local Fire Department for each burn. During these operations, Grantee will maintain adequate liability insurance for these management/maintenance operations protecting grantor. After the initial 2-3 year grow-in period, the Grantee will occasionally need to spot spray invasive plants; otherwise, use any other chemicals in these Prairie areas for weed control will not be performed without additional permission from Grantor.

Conservation easement granted hereunder and the covenants herein are subject to the following rights of the Grantor, which are expressly reserved hereunder:

- A. Continued use of the easement property for ground water extraction purposes.
- B. Use of the property for all lawful purposes not Inconsistent with the terms of this agreement.
- C. It is mutually understood by the Grantee and Grantor that the purpose of this easement is to preserve the subject property in its present undeveloped state pursuant to the enclosed terms and conditions for the preservation of wetlands and wildlife.

It is mutually agreed and understood that the covenants contained herein shall run with the land in perpetuity and forever bind the Grantor, its successors, assigns, heirs, executors, administrators, and all persons claiming rights in the property by or through Grantor. Notice of the existence of this agreement for a Conservation easement and the terms and covenants thereof, shall

be incorporated into any deed or other instrument by which the Grantor and any successor in interest may divest Grantor's remaining interest in the property or any portion thereof.

Failure of the Grantee to enforce any of the rights or covenants contained in this agreement, or delay in the enforcement of any of those rights or covenants, shall not be construed as a waiver of these rights or covenants. If any provision of this document is found to be invalid or unenforceable, the remainder of the provisions hereof shall not be affected thereby.

This easement may be amended or altered by mutual consent of the Grantor and Grantee as a way to provide for improvement and correction of unforeseen circumstances which may arise pertaining to the above described property.

With the Grantee's use of matching Clean Ohio Funding, Ohio Public Works Commission has additional restrictive covenant text that is included here for recording purposes:

**Tri-Township Water Corp. DECLARATION OF RESTRICTIONS:**

*This Declaration of Restrictions is made on this day of transfer and has been inserted into this deed of Conservation Easement at the request of Hamilton County Park District (the "Grantee") and with permission of Tri-Township Water Corp. "Grantor" with the intention to restrict future use of the property being conveyed by this deed by both parties.*

*Recitals:*

*A. Grantor owns certain property located in Hamilton, County, Ohio as more particularly described elsewhere in this deed (the "Property").*

*B. Hamilton County Park District applied for and has received a grant from the State of Ohio, acting by and through the Director of the Ohio Public Works Commission ("OPWC"), pursuant to Ohio Revised Code §164.20 et seq. (the "Grant"). In connection with Hamilton County Park District's application for the Grant, Hamilton County Park District proposed to use the Grant funds either for open space acquisition and related development or to protect and enhance riparian corridors, as set forth more specifically in its application.*

*C. As a condition to Hamilton County Park District's receipt of the Grant, Hamilton County Park District has agreed to restrict the use of the Property as set forth in this Declaration, with the intent that such restrictions run with the land. Grantor does likewise as the fee simple property owner.*

*NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor restricts Hamilton County Park District and its successors and assigns as owners of the Property, as follows:*

*§1. Use and Development Restrictions -both parties to this agreement, for themselves and their successors and assigns as owners of the Property, understand that the Property shall be subject to the following: both parties to this agreement agrees to perpetually keep the Property in greenspace for the protection of floodplains, hillsides and forest areas included herein. Potential development of the Property will be for providing appropriate access for outdoor recreation and will be limited to improvements that do not harm said areas and will be planned, implemented and managed following best management practices.*

§2. *Perpetual Restrictions*. The restrictions set forth in this Declaration shall be perpetual and shall run with the land for the benefit of, and shall be enforceable by, OPWC. This Declaration and the covenants and restrictions set forth herein shall not be amended, released, extinguished or otherwise modified without the prior written consent of OPWC, which consent may be withheld in its sole and absolute discretion.

§3. *Enforcement*. If Tri-Township Water Corp., or its successors or assigns as owner of the Property, should fail to observe the covenants and restrictions set forth herein, the Grantor or its successors or assigns, as the case may be, shall pay to OPWC upon demand, as liquidated damages, an amount equal to the greater of (a) two hundred percent (200%) of the amount of the Grant received.

§4. *Restriction on Transfer of the Property*. Hamilton County Park District acknowledges that the Grant is specific to Hamilton County Park District and that OPWC's approval of Hamilton County Park District's application for the Grant was made in reliance on Hamilton County Park District's continued ownership and control of the Property in the form of this deed of Conservation Easement. Accordingly, Grantee shall not voluntarily or involuntarily sell, assign, transfer, lease, exchange, convey or otherwise encumber the Property without the prior written consent of OPWC, which consent may be withheld in its sole and absolute discretion.

§5. *Separability*. Each provision of this Declaration and the application thereof to the Property are hereby declared to be independent of and severable from the remainder of this Declaration. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Declaration.

§6. *Notices*. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The notice addresses of the parties are as follows:

Hamilton County Park District 10245 Winton Road, Cincinnati, Oh. 45231

Tri-Township Water Corporation 24192 State Line Rd., Lawrenceburg, IN 47025

OPWC: Ohio Public Works Commission 65 East State Street Suite 312 Columbus, Ohio 43215 Attn: Director

§7. *Governing Law*. This Declaration shall be governed by, and construed in accordance with the laws of the State of Ohio.

*IN WITNESS WHEREOF*, the Grantor has caused this Declaration of Restrictions to be included as a part of the deed of conservation easement transferring partial title to the property to Hamilton County Park District.

In WITNESS WHEREOF, the Grantor/s has/have signed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_



WITNESSES:

Notary statement and signatures will follow:

P:\Property\Land Acquisition\Standard Contracts & letters\Oxbow Con easement sample.doc

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**Consultation with Legislative Authorities**  
**Per PRC 164.23**



HAMILTON COUNTY PARK DISTRICT  
10245 Winton Road, Cincinnati, Ohio 45231

FACSIMILE COVER SHEET  
TEL NO. (513) 728-3551 Ext.217  
FAX NO. (513) 521-2896

DATE:	June 14, 2006	FAX NO.	367-3592
TO:	Harrison Township	PAGES:	
ATTN:	William Ennis		(including this cover sheet)
FROM:	Sally Bauer, Park Planner		

**IF YOU HAVE ANY PROBLEM WITH THE RECEPTION OF THESE PAGES, PLEASE  
CONTACT US AT (513) 728-3551, EXT 264**

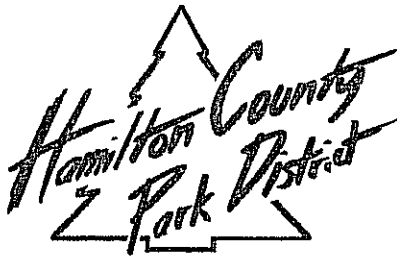
As required by the Clean Ohio Conservation Program Grant Application, Ohio Revised Code Sec. 164.23, the Hamilton County Park District is consulting with Harrison Township regarding the following project:

- Summe Tract at Lawrenceburg Road – see attached location map

(See attached project information describing the above project)  
No Funds from Harrison Township are involved in this project.

**Please respond to this fax indicating you have received this information and  
acknowledge these applications.**

Should you have any questions, please contact Sally Bauer, Park Planner at 728-3551 extension 264.



HAMILTON COUNTY PARK DISTRICT  
10245 Winton Road, Cincinnati, Ohio 45231

FACSIMILE COVER SHEET  
TEL NO. (513) 728-3551 Ext.217  
FAX NO. (513) 521-2896

DATE:	June 14, 2006	FAX NO.	(513) 946-4330
TO:	Hamilton County Grants Administrator	PAGES:	
ATTN:	Cindy Weltlauf,		(including this cover sheet)
FROM:	Sally Bauer, Park Planner		

**IF YOU HAVE ANY PROBLEM WITH THE RECEPTION OF THESE PAGES, PLEASE  
CONTACT US AT (513) 728-3551, EXT 264**

As required by the Clean Ohio Conservation Program Grant Application, Ohio Revised Code Sec. 164.23, the Hamilton County Park District is consulting with Whitewater Township regarding the following project:

- Summe Tract - see attached map
- Mitchell Memorial Forest- see attached map
- Northside Woods Expansion- see attached map

(See attached project information describing the above project)  
No Funds from Hamilton County are involved in this project.

**Please respond to this fax indicating you have received this information and  
acknowledge these applications.**

Should you have any questions, please contact Sally Bauer, Park Planner at 728-3551 extension 264.



# Hamilton County

## County Administrator

### BOARD OF COMMISSIONERS

Pat DeWine  
Phil Heimlich  
Todd Portune

County Administration Building  
138 East Court Street, Room 603  
Cincinnati, Ohio 45202

ADMINISTRATOR  
Patrick J. Thompson  
Phone (513) 946-4420

Phone: (513) 946-4400  
Fax: (513) 946-4444  
TDD/TTY: (513) 946-4719  
[www.hamiltoncountyohio.gov](http://www.hamiltoncountyohio.gov)

June 15, 2006

Mr. Jack Sutton  
Hamilton County Park Director  
10245 Winton Road  
Cincinnati, Ohio 45231

Dear Mr. Sutton:

Hamilton County supports the Hamilton County Park District's application to the Clean Ohio Conservation Program to purchase the Summe tract property located in the westernmost part of Hamilton County.

By purchasing this site, the Part District will help preserve the land which will revert back to a natural state. It will also help preserve the habitat for state endangered and state special interest aquatic species.

If you have questions, or wish to discuss this issue, please contact me at 513-946-4420.

Sincerely,

A handwritten signature in cursive script, appearing to read "Patrick Thompson".

Patrick Thompson  
Hamilton County Administrator



Trustees

FREDERICK A. DOLE  
LARRY E. KINNETT  
THOMAS C. LOSEKAMP

Fiscal Officer

GREGORY P. BYBEE, CPA

Administrator

WILLIAM J. ENNIS

June 29, 2006

Hamilton County Park District  
10245 Winton Road  
Cincinnati, Ohio 45231  
Attention: Jack Sutton, Park Director

Dear Mr. Sutton:

At their June 21, 2006 meeting, the Trustees voted unanimously to support your application for Clean Ohio monies to purchase approximately 118 acres of riparian corridor located between the Whitewater River and Lawrenceburg Road in Harrison Township.

The area along the river has been a source of many health problems over the years because of the derelict mobile homes located there and also the source of many calls to the Hamilton County Sheriff's Department.

If there is anything further we can do to support your efforts please let us know.

Very truly yours,

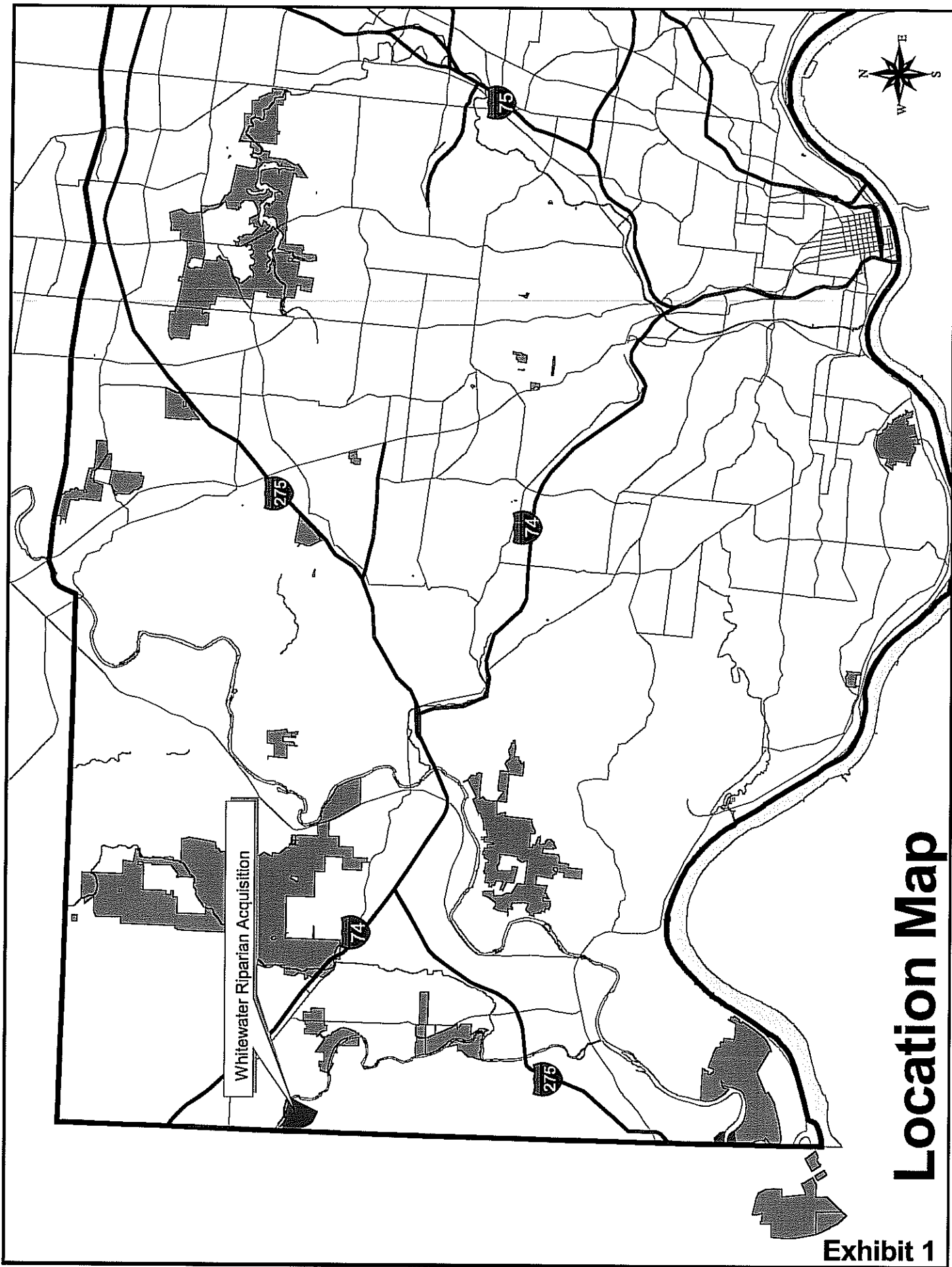
HARRISON TOWNSHIP TRUSTEES

A handwritten signature in cursive script that reads "William J. Ennis".

William J. Ennis, Administrator T.H.

cc: Trustees  
Fiscal Officer

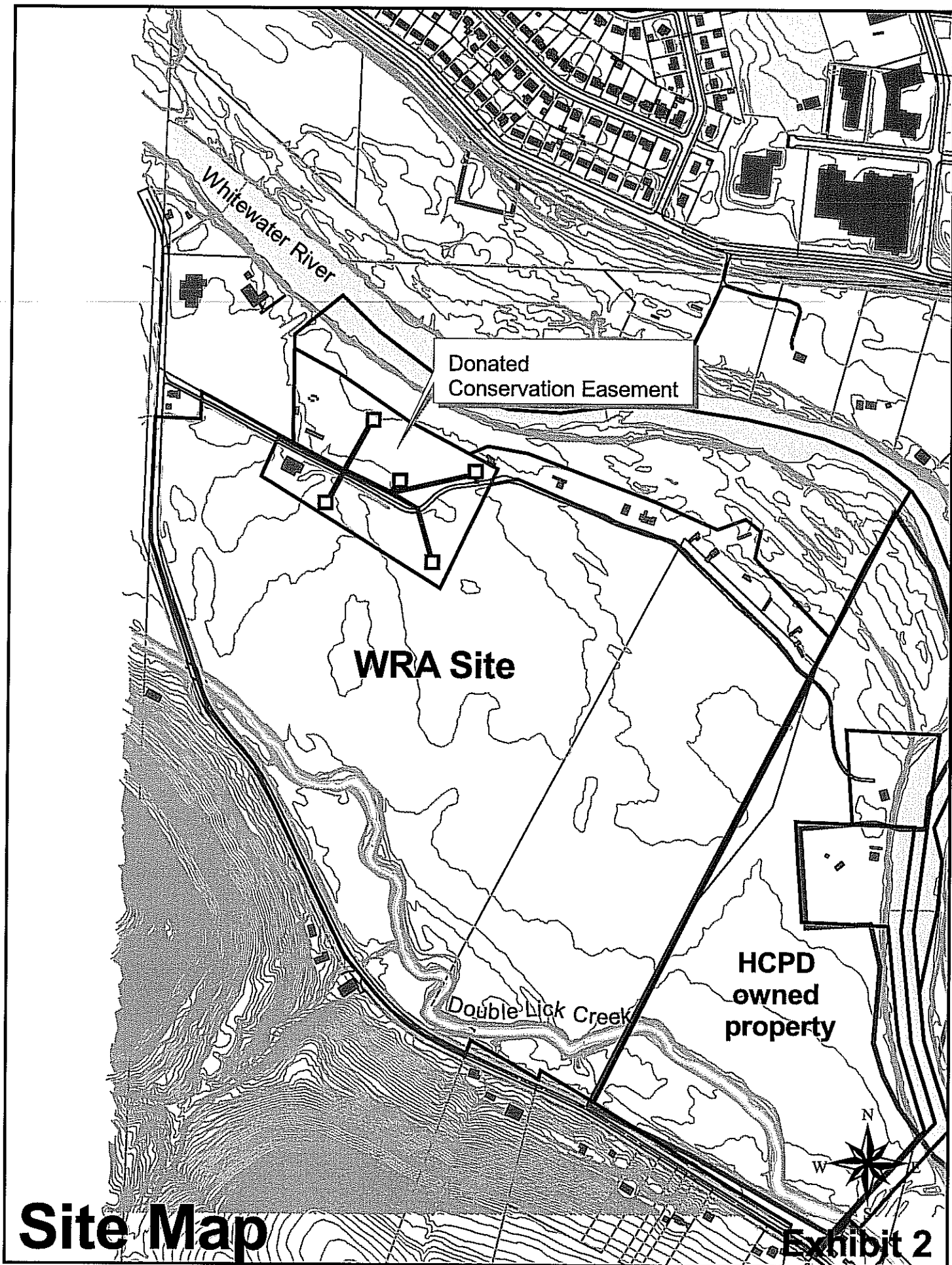
**Exhibits**



# Location Map

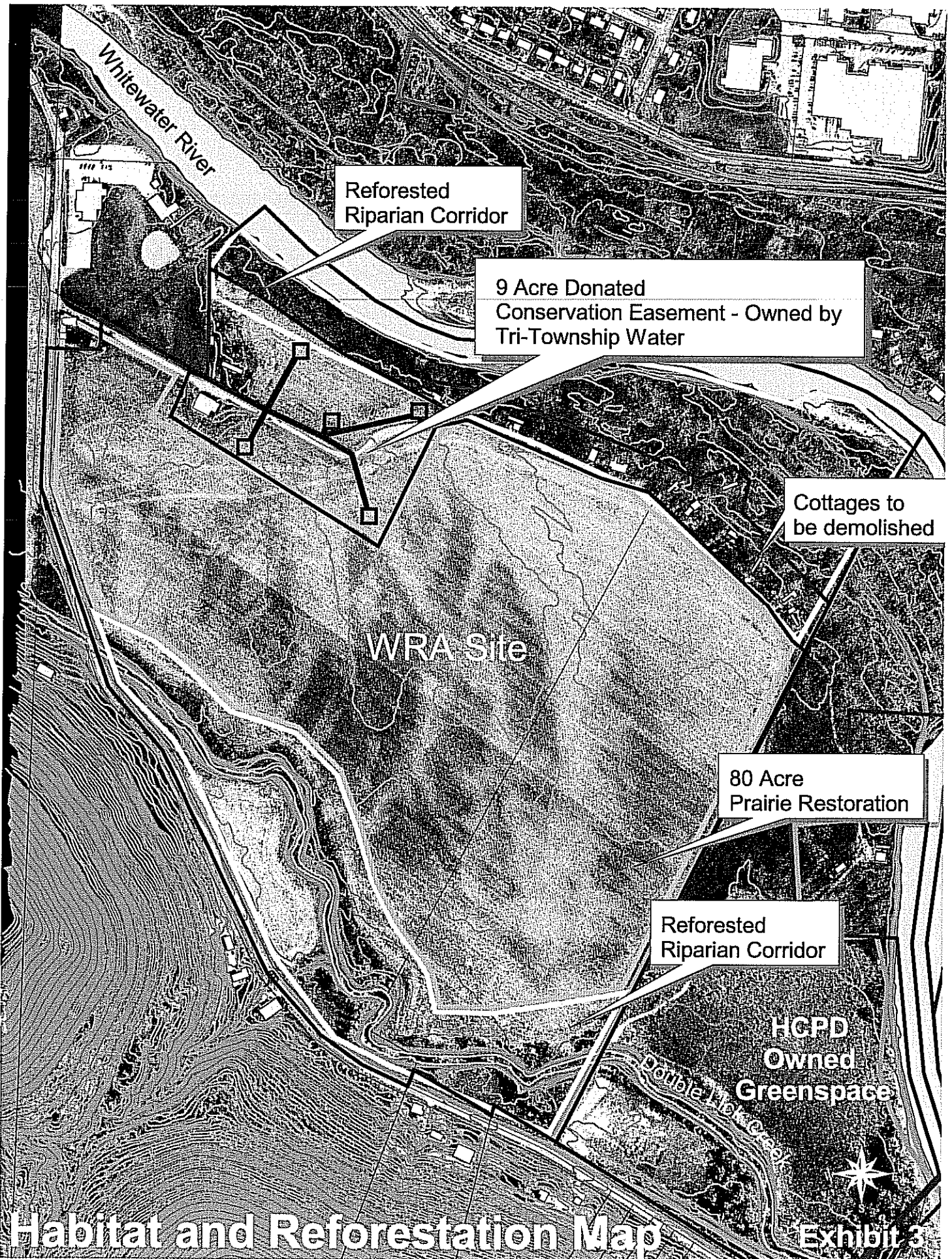
Exhibit 1

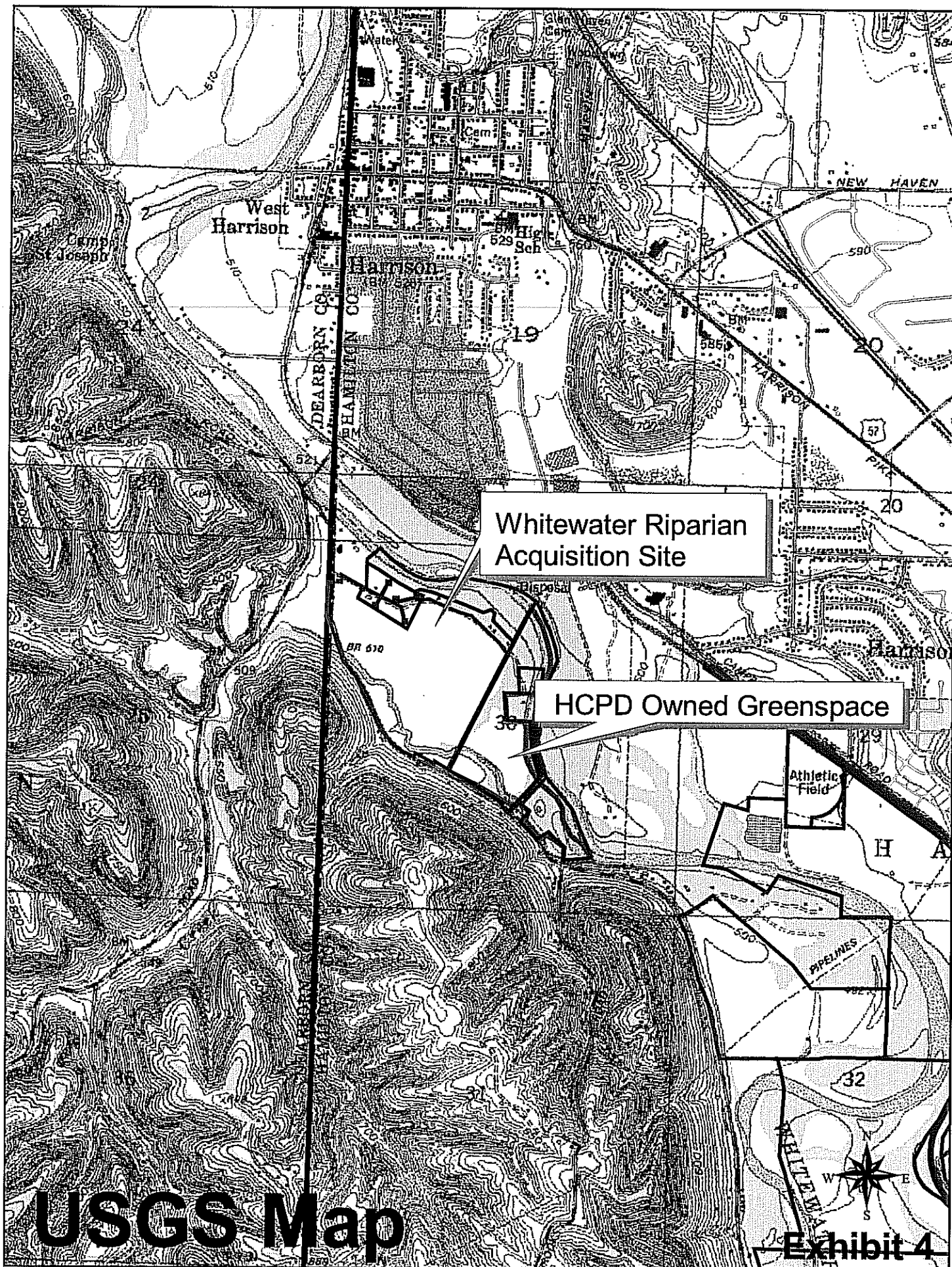




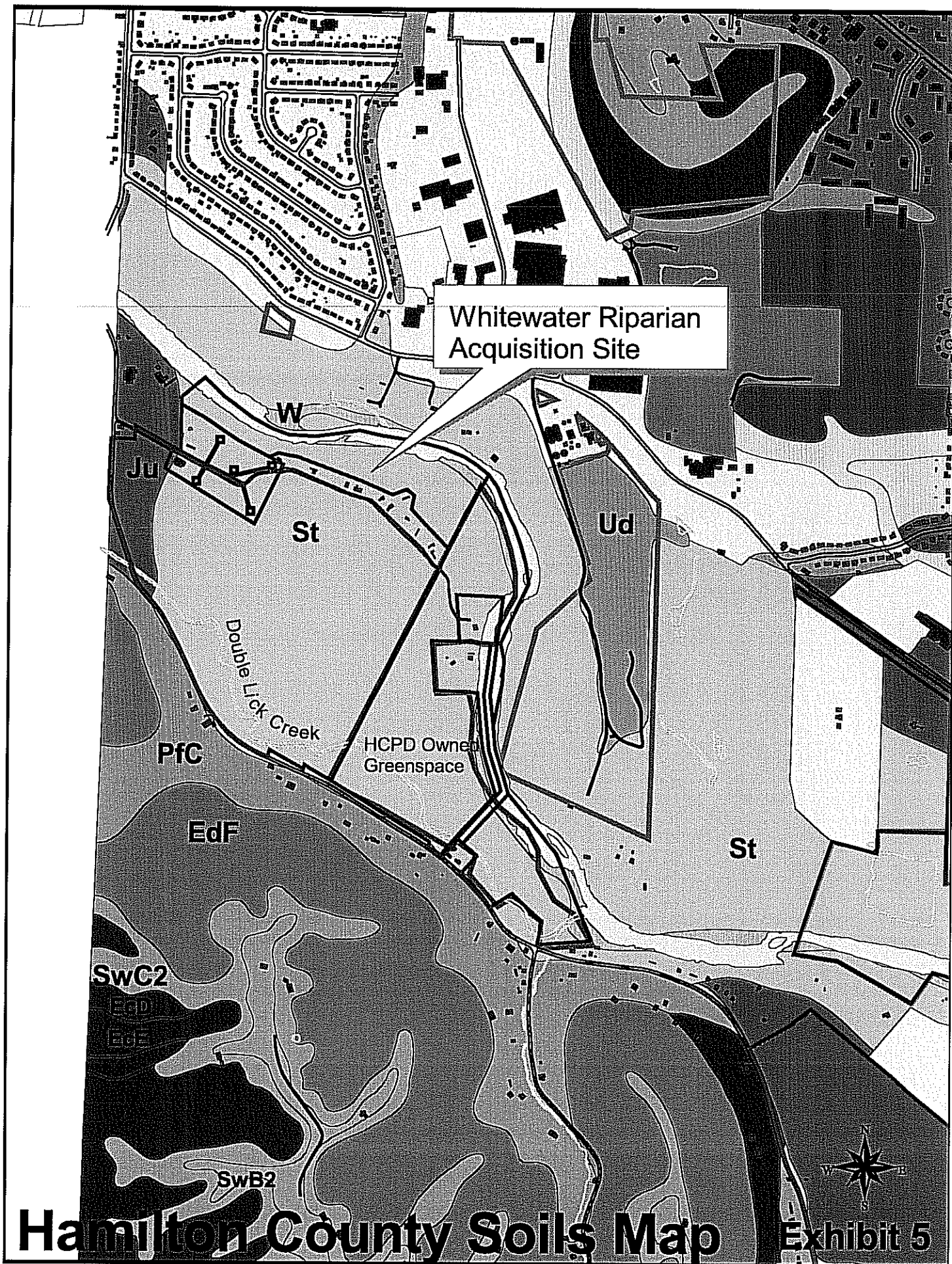
# Site Map

Exhibit 2









# Appendix

# Seed Mix Calculator

6/27/2006 Summe Tract

Based on 50 seed per Sq Ft.

Genus/ Species	Common Name	Lbs/80 Acres	Oz./ 80 Acres	Total
Agalinis tenuifolia	Narrow-leaved Foxglove	0.5	8	\$360.00
Agave virginica	American Aloe	0.3	4	\$100.00
Allium cernuum	Nodding Onion	7.0	112	\$1,050.00
Anemone virginiana	Thimble-weed	7.0	113	\$1,113.00
Asclepias tuberosa	Butterfly-weed	0.3	5	\$100.00
Aster azureus	Azure Aster	2.0	32	\$750.00
Aster laevis	Smooth Aster	5.0	81	\$1,500.00
Aster Novae-angliae	New England Aster	5.0	81	\$1,500.00
Baptisia australis	Blue False Indigo	7.0	112	\$1,050.00
Baptisia bracteata	White Wild Indigo	17.0	272	\$2,550.00
Blephilia ciliata	Downy Wood Mint	6.0	96	\$1,800.00
Cacalia atriplicifolia	Pale Indian Plantain	6.0	97	\$900.00
Cassia fasciculata	Partridge-pea	12.0	193	\$756.00
Cassia Marylandica	Wild Senna	10.0	159	\$1,050.00
Cassia Medsgeri	Medsger's Wild Senna	10.0	160	\$1,050.00
Ceanothus americanus	New Jersey Tea	0.3	5	\$400.00
Coreopsis lanceolata	Lance Leaf Coreopsis	10.0	160	\$630.00
Coreopsis tripteris	Tall Coreopsis	10.0	161	\$2,800.00
Delphinium exaltatum	Tall Larkspur	0.8	12	\$480.00
Desmanthus illinoensis	Illinois Mimosa	3.0	48	\$384.00
Echinacea purpurea	Purple Coneflower	8.0	128	\$896.00
Eryngium yuccifolium	Rattlesnake-master	13.0	208	\$2,000.00
Eupatorium altissimum	Tall Boneset	2.0	33	\$495.00
Euphorbia corollata	Flowering Spurge	2.0	31	\$800.00
Gaura biennis	Biennial Gaura	2.0	33	\$600.00
Helianthus grosseserratus	Saw-toothed Sunflower	5.0	79	\$1,185.00
Helianthus hirsutus	Stiff-haired Sunflower	1.0	16	\$240.00
Helianthus mollis	Stiff-leaved Sunflower	7.0	112	\$1,960.00
Helianthus occidentalis	Few-leaved Sunflower	4.0	64	\$1,736.00
Heliopsis helianthoides	Ox-eye Sunflower	4.0	64	\$512.00
Lespedeza capitata	Round-headed Bush-clover	0.0	1	\$15.00
Liatris aspera	Rough Blazing-star	0.5	8	\$184.00
Liatris cylindracea	Cylindric Blazing-star	0.5	8	\$320.00
Liatris scariosa	Blazing-star	0.5	8	\$320.00
Mirabilis nyctaginea	Wild Four-o'clock	3.0	48	\$1,056.00
Monarda fistulosa	Wild Bergamot	7.0	112	\$1,813.00
Napaea dioica	Glade Mallow	6.0	95	\$1,328.00
Oenothera fruticosa	Sundrops	3.0	47	\$1,880.00
Onosmodium hispidissimum	False Gromwell	4.0	65	\$1,600.00
Penstemon digitalis	Foxglove Beardtongue	11.0	176	\$1,848.00
Penstemon hirsutus	Hairy Beardtongue	7.0	113	\$1,176.00
Physostegia virginiana	Obedient-plant	1.0	15	\$600.00
Pycnanthemum incanum	Hoary Mountain-mint	2.0	33	\$924.00
Pycnanthemum tenuifolium	Slender-leaved Mountain-mint	2.0	32	\$904.00
Pycnanthemum virginianum	Virginia Mountain-mint	2.0	32	\$1,216.00
Ratibida pinnata	Grey-headed Coneflower	8.0	128	\$672.00
Rudbeckia fulgida var. speciosa	Orange Coneflower	3.0	49	\$784.00
Rudbeckia fulgida var. fulgida	Orange Coneflower	1.0	16	\$256.00
Rudbeckia hirta	Black-eyed Susan	6.0	95	\$840.00
Rudbeckia triloba	Three-lobed Sunflower	5.0	81	\$1,050.00
Salvia lyrata	Lyre-leaved Sage	0.7	12	\$240.00
Silene regia	Royal Catchfly	0.7	11	\$605.00

Appendix A

# Species List

River Code: 14-300	Stream: Whitewater River	Sample Date: 1995
River Mile: 0.80	Basin: Great Miami River	Date Range: 10/04/95
	Time Fished: 3178 sec	Drain Area: 1483.0 sq mi
	Dist Fished: 0.50 km	No of Passes: 1
		Sampler Type: A

Species Name / ODNr status	IBI Grp	Feed Guild	Breed Guild	Tol	# of Fish	Relative Number	% by Number	Relative Weight	% by Weight	Ave(gm) Weight
MOONEYE [S]		I	M	R	1	2.00	0.23	0.38	0.12	190.00
GIZZARD SHAD		O	M		41	82.00	9.60	9.07	2.91	110.63
SMALLMOUTH BUFFALO	C	I	M		1	2.00	0.23	0.69	0.22	344.00
QUILLBACK CARPSUCKER	C	O	M		1	2.00	0.23	1.14	0.37	572.00
RIVER CARPSUCKER	C	O	M		1	2.00	0.23	1.90	0.61	950.00
HIGHFIN CARPSUCKER	C	O	M		1	2.00	0.23	0.10	0.03	50.00
SILVER REDHORSE	R	I	S	M	6	12.00	1.41	3.40	1.09	283.33
BLACK REDHORSE	R	I	S	I	34	68.00	7.96	31.78	10.19	467.39
GOLDEN REDHORSE	R	I	S	M	99	198.00	23.19	74.98	24.03	378.69
SHORHEAD REDHORSE	R	I	S	M	13	26.00	3.04	12.20	3.91	469.23
NORTHERN HOG SUCKER	R	I	S	M	56	112.00	13.11	18.39	5.89	164.15
COMMON CARP	G	O	M	T	28	56.00	6.56	112.96	36.20	2,017.11
GRAVEL CHUB	N	I	S	M	19	38.00	4.45	0.21	0.07	5.58
SUCKERMOUTH MINNOW	N	I	S		15	30.00	3.51	0.22	0.07	7.27
EMERALD SHINER	N	I	S		13	26.00	3.04	0.11	0.03	4.08
BULLHEAD MINNOW	N	O	C		2	4.00	0.47	0.01	0.00	3.00
CENTRAL STONEROLLER	N	H	N		16	32.00	3.75	0.19	0.06	5.88
CHANNEL CATFISH	F		C		19	38.00	4.45	30.35	9.73	798.68
NORTHERN MADTOM [E]		I	C	R	1	2.00	0.23	0.00	0.00	2.00
WHITE BASS	F	P	M		3	6.00	0.70	0.45	0.14	75.33
WHITE CRAPPIE	S	I	C		6	12.00	1.41	0.81	0.26	67.67
SMALLMOUTH BASS	F	C	C	M	7	14.00	1.64	1.07	0.34	76.29
SPOTTED BASS	F	C	C		6	12.00	1.41	2.55	0.82	212.67
LARGEMOUTH BASS	F	C	C		2	4.00	0.47	0.04	0.01	10.50
GREEN SUNFISH	S	I	C	T	2	4.00	0.47	0.01	0.00	3.00
BLUEGILL SUNFISH	S	I	C	P	8	16.00	1.87	0.21	0.07	13.13
ORIGESPOTTED SUNFISH	S	I	C		1	2.00	0.23	0.01	0.00	6.00
LONGEAR SUNFISH	S	I	C	M	14	28.00	3.28	0.30	0.10	10.64
REDEAR SUNFISH	E	I	C		1	2.00	0.23	0.04	0.01	22.00
SAUGER	F	P	S		1	2.00	0.23	0.81	0.26	406.00
FRESHWATER DRUM			M	P	9	18.00	2.11	7.65	2.45	425.00
Mile Total					427	854.00		312.04		
Number of Species					31					
Number of Hybrids					0					

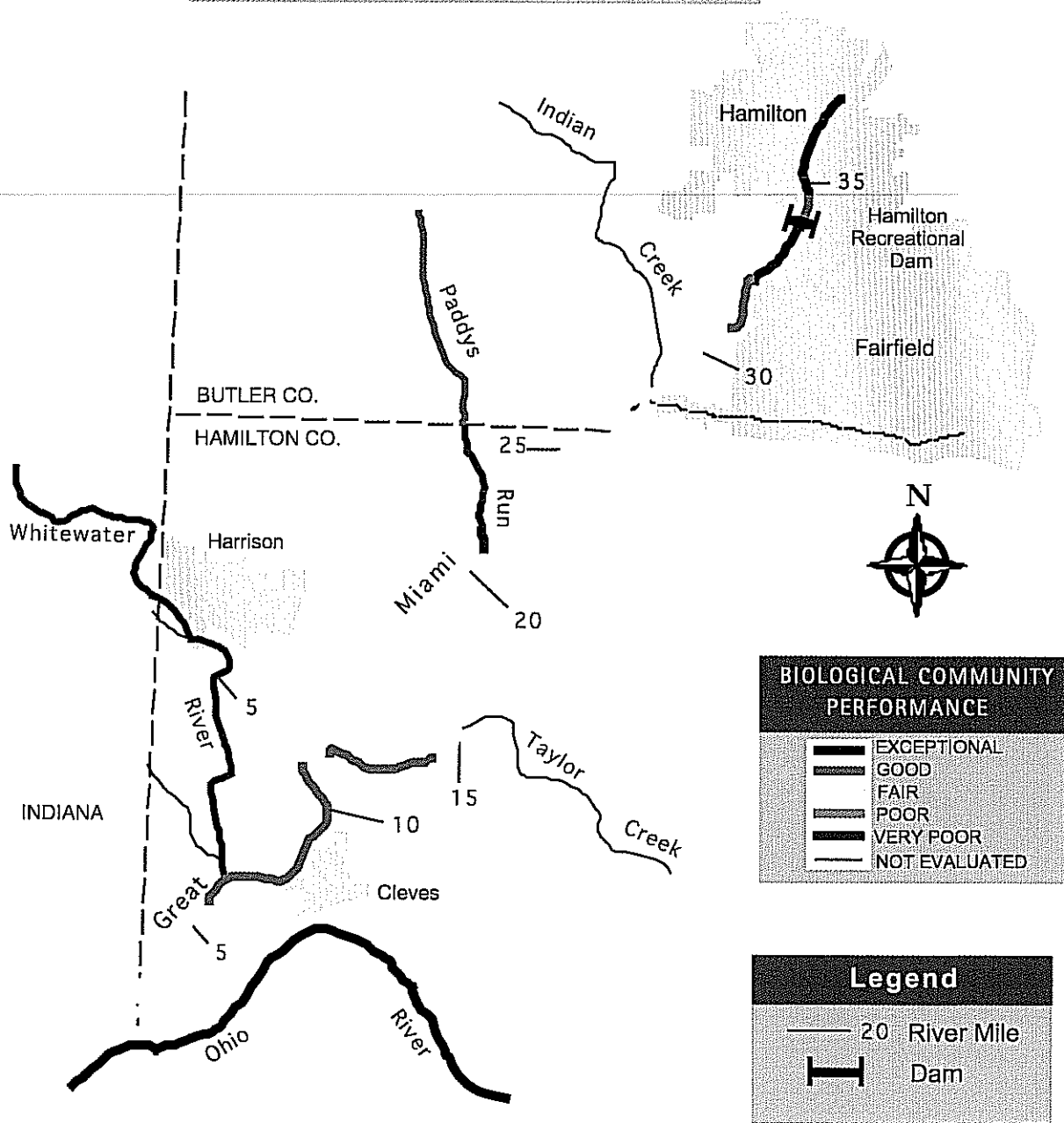
**Hamilton to the Ohio River (RM 35 to 0)**

Figure 1c. Map showing the principal streams and narrative biological attainment within the lower third of the 1995 Great Miami River study area.